



MEMORANDUM

TO: Chair and Members of the Board DATE: June 23, 2016
FROM: Cynthia Franklin RE: GoodSinse LLC #10279
Director, Marijuana Control Board

This is an application for a new standard cultivation facility in the City of Fairbanks by GoodSinse, LLC DBA GoodSinse LLC

Date Application Initiated: 04/24/2016

Date Under Review: 04/24/2016

Incomplete Letter(s) Date: 06/20/2016

Date Final Corrections Submitted: 06/23/2016

Determined Complete/Notices Sent: 06/24/2016

Local Government Response/Date:

DEC Response/Date:

Fire Marshal Response/Date: Deferred

Objection(s) Received/Date: Yes, two objections received attached in packet

Staff questions for Board: Does applicant's statement at MJ 01- page 15 represent that he will not use Metrc when transferring marijuana to his own retail facility? Rules require tracking in Metrc for all transfer of marijuana from one licensed facility to another

APPLICATION DOCUMENTS- FINAL

Alcohol & Marijuana Control Office

License Number: 10279

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: GOODSINSE LLC

Business License Number: 1035647

Designated Owner: Daniel L. Peters

Email Address: goodsinse@yahoo.com

Latitude, Longitude: 69.827989, -147.782053

Physical Address: 2604 Davis rd.
Fairbanks , AK 99709
UNITED STATES

Owner #1

Owner Type: Entity

Alaska Entity Number: 10037034

Alaska Entity Name: GoodSinse LLC

Phone Number: 9073477689

Email Address: goodsinse@yahoo.com

Mailing Address: 2750 Park way
North Pole, AK 99705
UNITED STATES

Affiliate #1

Owner Type: Individual

Name: Danielle Peters

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 9073477688

Email Address: goodsinse@yahoo.com

Mailing Address: 2750 Park way
North Pole, AK 99705
UNITED STATES

Affiliate #2

Owner Type: Individual

Name: Daniel Peters

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 9073477689

Email Address: goodsinse@yahoo.com

Mailing Address: 2750 Park way
North Pole, AK 99705
UNITED STATES



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

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

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:			
License Type:					
Doing Business As:					
Premises Address:					
City:		State:		ZIP:	

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	
Title:	

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

DP

I certify that I am not currently on felony probation or felony parole.

DP

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

DP

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

DP

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

DP

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

DP

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

DP

I certify that my proposed premises is not located in a liquor licensed premises.

DP

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

DP

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.

DP

I certify that all proposed licensees have been listed on my application with the Division of Corporations.

DP

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

DP



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

☐

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

☒

All marijuana establishment license applicants:

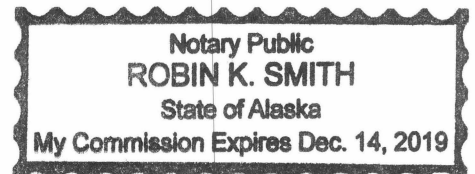
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.

Signature of licensee

Subscribed and sworn to before me this 2nd day of June, 2016.

Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

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

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	
Title:	

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

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If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

--



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

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I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

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I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.

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I certify that all proposed licensees have been listed on my application with the Division of Corporations.

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

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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-00: Application Certifications

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☐

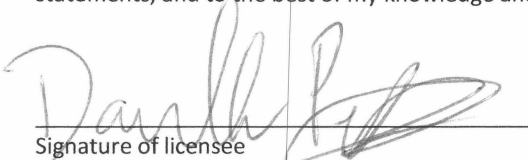
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I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

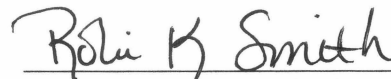
☒

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.

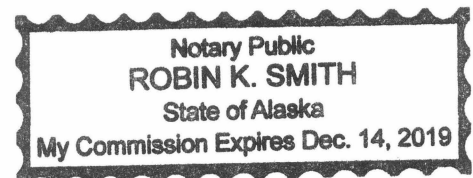

Signature of licensee

Subscribed and sworn to before me this 2nd day of June, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	

Mailing Address:					
City:		State:		ZIP:	

Primary Contact:			
Main Phone:		Cell Phone:	
Email:			



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

Describe how you will prevent unescorted members of the public from entering restricted access areas:

GoodSinse will have locked doors, with signs that read "Employees Only" "Restricted Access Area - Visitors Must Be Escorted". No more than 5 visitors per escort will be permitted. Escorts must have Identification Badge with photo. No one under 21 years of age allowed under any circumstances.

Describe your processes for admitting visitors into and escorting them through restricted access areas:

GoodSinse staff will first request photo ID to prove at least 21 years of age. Visitors will have their their name, date, time and reason for visit recorded into logbook. Visitor will obtain a VISITOR ID badge to be worn, at all times, until signed out. The visitor will then be escorted by a GoodSinse staff member at all times, until the visitor signs out and has left the building.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

Admission would require photo ID to prove at least 21 years of age, printed name, signature of visitor, time and date in a log book. Printed name and signature of authorized escort. VISITOR ID badge returned after visitor signs out. Log book to be kept up to date at all times. Log book data will be transferred to electronic version each day.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Security Alarm Systems and Lock Standards (3 AAC 306.715):

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting will be installed to provide sufficient lighting for all exterior doorways as well as exterior video surveillance cameras on the property.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

Exterior doors will have door/window contacts that once separated will trip an alarm. If the correct code is not input into the keypad controller before the specified time has elapsed the system automatically calls to alert authorities. A glass break sensor will be used at the front door and window of the retail entrance. In the event that someone were to break the glass or attempt to cut through the wall these sensors would activate an alarm alerting authorities. The upper and lower cultivation areas will also be equipped with these sensors. Motion detectors will be used in the upper and lower cultivation areas that would trigger an alarm. GoodSinse will utilize smoke detectors hard wired into the keypad. The keypad with panic button, fire alarm, and police alarm can be activated/deactivated with the keypad code. All security measures will have battery backup.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

When GoodSinse is closed for business, alarm system will be activated to ensure the only exterior door, one fire escape located in each cultivation area (two total), and windows are secure. The keypad code would be necessary to deactivate the alarm. If issue arises, the owner, employee or agent of GoodSinse will review video surveillance remotely, evaluate the threat, and coordinate with local law enforcement for apprehension and prosecution.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures for preventing diversion of marijuana or marijuana product:

GoodSinse will be diligent with their customer base in ensuring substance abusers are not served cannabis products. Known drug dealers shall have no business relationship with GoodSinse, and products known be sold after being retailed from GoodSinse shall be reported to local law enforcement authorities in order to keep due diligence in preventing diversion. Licensed accountants shall maintain and review record books to ensure records are being properly prepared in accordance with all applicable laws. Record books shall match all tracking data information within state's system. All employees shall have criminal background checks to ensure they are of good moral character, and all must also obtain a Marijuana Handler Card to promote loss prevention as well as not allowing under 21 years old to be on premises.

Describe your policies and procedures for preventing loitering:

Signage out front reading no loitering, no trespassing. Signs noting video surveillance in parking lot. At gate sign reading "Entering Video Surveillance Zone". Parking will be limited to one hour, unless in consumption area. GoodSinse employee will patrol parking lot once per hour to enforce loitering policy.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

There will be a panic button located beneath the counter with momentary switch. It will alert authorities to a hold-up situation. Retail employees will wear portable wireless panic buttons. A motion detector at the gate will alert GoodSinse employee to anyone entering property. GoodSinse employee will evaluate the threat and call the proper authorities. There will be a camera at the gate primarily to obtain identification information and license plate numbers of vehicles entering and exiting the premises. A speaker and microphone will also be operational at the locked gate to be used by employees after hours.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

After using a notification device, employees of GoodSinse will comply to de-escalate any potential violent situation within premises attempting to get any unauthorized persons off the premises as quickly as possible, with the intention of having law enforcement, located in the immediate proximity, handle apprehension and prosecution of perpetrator. Gate cameras have taken pictures of license plates to assist in apprehension. The owner, employee or agent of GoodSinse will review video surveillance remotely, evaluate the threat, and coordinate with local law enforcement for apprehension and prosecution.

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:

Yes No

Each restricted access area and each entrance to a restricted access area

☒ ☐

Both the interior and exterior of each entrance to the facility

☒ ☐

Each point of sale area

☒ ☐

Each video surveillance recording:

Yes No

Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing

☒ ☐

Clearly and accurately displays the time and date

☒ ☐

Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Video surveillance equipment shall be placed over every entrance/exit of premises recording interior and exterior, as well as all areas of the cultivation including packaging and processing per regulation. Restricted Access areas and entrances to said areas will be covered by cameras.

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

Dedicated computers will record all surveillance video and be stored in a lockable office that is designated for employees, law enforcement, or board agent only, and clearly defined on premises diagram. Sign at entrance will read Employees Only. Video surveillance records with no event will be maintained for 40 days. Video surveillance footage 40 days and older will be overwritten daily. Footage archived will be in a format that does not permit alteration of the recorded image. All surveillance records regarding criminal activity will be maintained off site indefinitely for posterity.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☒ ☐

Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area

☒ ☐

Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

☒ ☐

Video surveillance records are stored off-site

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Business Records (3 AAC 306.755):**

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes

No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

☐☐

A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment

☐☐

The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises

☐☐

Records related to advertising and marketing

☐☐

A current diagram of the licensed premises including each restricted access area

☐☐

A log recording the name, and date and time of entry of each visitor permitted into a restricted access area

☐☐

All records normally retained for tax purposes

☐☐

Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed

☐☐

Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)

☐☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintained all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All books and records used by GoodSinse, including those retained for tax purposes shall be kept at the licensed premises for the current year. A monthly backup of financial records will be kept off site for a minimum of three years. A current employee list will be maintained containing full name and marijuana handler permit numbers for each. Any business contacts, marketing and advertising records will be maintained on premises. A current diagram of premises noting any restricted access areas. A physical log book of visitors will be transferred to electronic versions each day. All books and records shall be maintained and duplicated, into electronic versions where appropriate, to have on and off site documents. GoodSinse will utilize inventory tracking system adopted by the State of Alaska. Employees will be trained in its use and be diligent with tracking data. Any and all marijuana transported off premises shall be for recorded into the marijuana inventory tracking system, along with preparing a transport manifest. Any individual transporting marijuana in shall have a marijuana handler permit.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 3 – Inventory Tracking of All Marijuana and Marijuana Product**

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer "Yes" to all items below.

Marijuana Tracking and Weighing:

Yes

No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

☒☐

All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745

☒☐

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:

GoodSense will be using the Alaska state approved tracking system METRC, by Franwell. Within the cultivation facility, high-speed internet connections will be utilized to ensure connectivity with the tracking software. If any technical difficulties arise, Franwell has a dedicated team of support staff who will be available to resolve any technical support issues.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 4 – Employee Qualification and Training**

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer "Yes" to all items below.

Marijuana Handler Permit:

Yes

No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

☒☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

☒☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

☒☐**Describe how your establishment will meet the requirements for employee qualifications and training:**

A Cannabis Handler's Permit will be required by GoodSense for all employees. Employees will renew their certifications through continuing education and state approved training as a requirement for employment. Valid copies of employee handler cards will be kept on premises.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to the statement below.

Marijuana Waste Disposal:

Yes

No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

☒☐

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

On-site septic system for Wastewater. Cannabis Solid Waste will be stored until its destruction and eventual on-site composting. GoodSense will notify the board, using the inventory tracking system, at least three days in advance before any destruction or composting.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

Wood chips. (or possibly cement for making hempcrete in the future)



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

GoodSinse will dry, grind, and mix with compost. No unusable cannabis will leave the site. It will left to compost on site. GoodSinse will notify the board, using the inventory tracking system, at least three days in advance before any destruction or composting.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to all items below.

Marijuana Transportation:	Yes	No
The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport	<input checked="" type="checkbox"/>	<input type="checkbox"/>
During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

All employees of GoodSinse transporting marijuana will have a marijuana handler permit. Most marijuana product cultivated will move directly to GoodSinse retail establishment located on same premises. A complete printed transport manifest will be kept with marijuana at all times. METRC will be used to record the type, amount, weight of marijuana product being transported, name of transporter, time of departure and expected delivery, the make, model, and license plate number for transporting vehicle. In the event cannabis products need to be transported off premises marijuana will be stored in a lockable compartment of the vehicle where it will remain until arrival at the destination. Transporting vehicle will travel directly to destination. The destination will only include marijuana cultivation, manufacturing, testing, or retail location. A signature from the receiving party with printed name a signature from the receiving party with printed name and marijuana handler number, time of arrival.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

During transport, any marijuana or marijuana product will be in a sealed tamper-evident taped package in a locked storage compartment in the vehicle. The sealed package will not be opened during transport. Horizontal dual lock closet safe will be used in the vehicle during any off-site transportation of any marijuana product.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

GoodSinse will have a total of three signs. There will be one 36 by 96 inch lighted sign near the road with name and logo, 30 inch by 96 inch at the gate saying legal cannabis, and one 42 inch by 48 inch sign above the front door with name, logo, and website.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:

Agree Disagree

Is false or misleading

☒ ☐

Promotes excessive consumption

☒ ☐

Represents that the use of marijuana has curative or therapeutic effects

☒ ☐

Depicts a person under the age of 21 consuming marijuana

☒ ☐

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

☒ ☐

On or in a public transit vehicle or public transit shelter

☒ ☐

On or in a publicly owned or operated property

☒ ☐

Within 1000 feet of a substance abuse or treatment facility

☒ ☐

On a campus for post-secondary education

☒ ☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

☒ ☐

The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products

☒ ☐

All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)

☒ ☐



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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 8 – Control Plan for Persons Under the Age of 21**

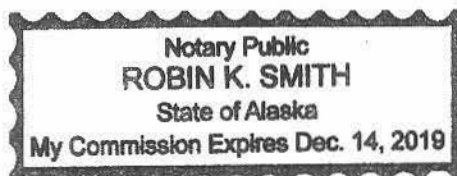
Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Signage on the front door will notify customers that GoodSinse will require picture ID as proof that customers are 21 years of age or older. All persons must gain access through front entrance. Entrance will be monitored by a GoodSinse employee to ensure all persons entering premises are 21 years of age. All persons entering will be asked to provide a valid identification with proof of age. If they can not, they will be asked to leave premises immediately.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Printed name

Subscribed and sworn to before me this 2nd day of June, 2016.

Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

This form must be submitted to AMCO's main office before any marijuana cultivation facility license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Section 2 – Prohibitions

Applicants should review 3 AAC 306.405 – 3 AAC 306.410 and be able to answer “Agree” to all items below.

The marijuana cultivation facility will not:

Agree Disagree

Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation

☒ ☐

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its license premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☒ ☐

Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana

☒ ☐

Section 3 – Cultivation Plan

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

There will be two areas under cultivation. The larger Bay will consist of a two floor cultivation area, with each being 1091.5 sq feet 37 x 29.5 for a total of 2183 sq feet. The smaller bay will also consist of a two floor cultivation area, with each being 703 sq feet 19 x 37, for a total of 1406 sq feet. The center Bay will be utilized by cultivators for processing and Storage 340 sq feet, 17 x 20. There will be a lockable storage closet for computers that is 54 sq ft, 6 x 9.



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's growing medium(s) to be used:

Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:

Describe the marijuana cultivation facility's irrigation and waste water systems to be used:



Alaska Marijuana Control Board

**Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility**

Describe the marijuana cultivation facility's waste disposal arrangements:

Non-cannabis refuse will be discarded in an on-site dumpster. An on-site compost pile for unusable cannabis products will also be used.

Section 4 – Odor Control

Review the requirements under 3 AAC 306.430, and identify how the proposed premises will meet the listed requirement.

Describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

Charcoal air filters will be utilized, to eliminate odor from cannabis, on both the intake and exhaust air duct work. Air ionizers may be used as well to further eliminate odors.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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

Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer "Agree" to the item below.

I understand and agree that:

Agree Disagree

The board will or the director shall from time to time require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks

☒ ☐

Describe the testing procedure and protocols the marijuana cultivation facility will follow:

An in-house cannabis test lab will be established to inspect new harvest samples for contaminants, psychoactive potential, smell, and flavor. A trained cannabis handler will perform various tests to establish potency, taste, smell, and overall effects related to individual strands and consumption methods. An individual employee of GoodSinse shall be designated to collect a random, homogeneous sample of each harvest batch of marijuana produced at the facility in amount required by the marijuana testing facility. A signed statement, from designated employee, showing sample was selected at random will be provided to the marijuana testing facility as well as a copy maintained as a business record. Entire batch shall be segregated in a secure, cool, dry location until results from testing facility are provided in writing, to be kept as a business record. No marijuana from batch will be sold or transported until results are provided. Samples of growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water will provided to board as necessary.



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office
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Phone: 907.269.0350

Section 6 – Security

Review the requirements under 3 AAC 306.430 and 3 AAC 306.470 – 3 AAC 306.475, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the two items below.

The marijuana cultivation facility applicant has:

Agree Disagree

Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470

☒ ☐

Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

☒ ☐

Restricted Access Area (3 AAC 306.430):

Yes No

Will the marijuana cultivation facility include outdoor production?

☐ ☒

If “Yes”, describe the outdoor structure(s) or the expanse of open or clear ground fully enclosed by a physical barrier:

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Alaska Marijuana Control Board
**Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility**

Alcohol and Marijuana Control Office

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

Phone: 907.269.0350

Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

GoodSinse will cultivate cannabis inside a warehouse with no windows. No outdoor cannabis will be grown at this facility.

I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

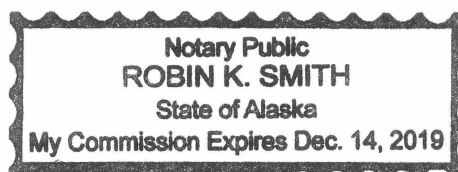
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Daniel L. Peters

Printed name

Subscribed and sworn to before me this 2nd day of June, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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

(Additional Space as Needed):

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Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit**What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse, LLC	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse, LLC				
Premises Address:	2604 Davis Rd				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

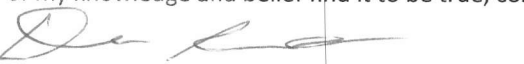
Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 4-26-2016 End Date: 5-10-2016

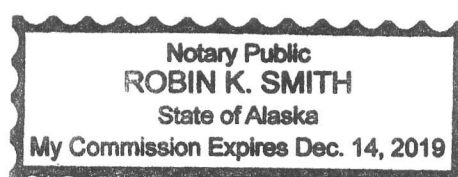
Other conspicuous location: Tesoro, 2110 Peger Road Fairbanks

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee

Subscribed and sworn to before me this 2nd day of June, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse, LLC	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse, LLC				
Premises Address:	2604 Davis Road				
City:	Faribanks	State:	ALASKA	ZIP:	99709

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: City of Fairbanks

Date Submitted: June 1, 2016

Community Council: N/A

Date Submitted: June 1, 2016

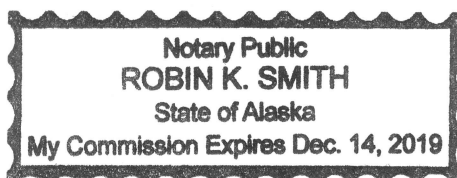
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

[Signature]

Signature of licensee

Subscribed and sworn to before me this 2nd day of June, 2016.



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

My commission expires: 12-14-2019



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse, LLC	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse, LLC				
Premises Address:	2604 Davis Road				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Daniel Peters				
Title:	Owner				
SSN:	[REDACTED]				



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

<http://www.alaska.gov/accb/>

<https://www.commerce.alaska.gov/webform/>

phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

A handwritten signature in black ink, appearing to be "D. Smith", written over a horizontal line.

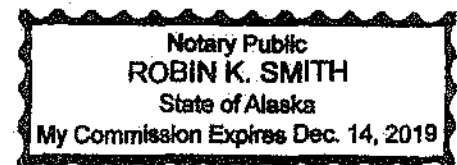
Signature of licensee/affiliate

Subscribed and sworn to before me this 2nd day of June, 2016.

A handwritten signature in black ink, appearing to be "Robin K. Smith", written over a horizontal line.

Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest**What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

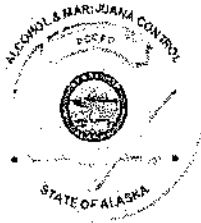
Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse, LLC	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse, LLC				
Premises Address:	2604 Davis Road				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Danielle Peters				
Title:	Owner				
SSN:	[REDACTED]				



Alcohol and Marijuana Control Office

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Anchorage, AK 99501

<http://www.commerce.alaska.gov/web/arc>

Phone: 907.269.0350

Alaska Marijuana Control Board

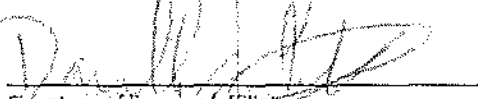
Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

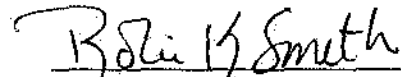
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

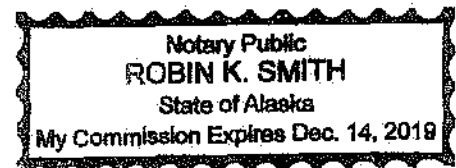

Signature of licensee/affiliate

Subscribed and sworn to before me this 2nd day of June, 20 16.



Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019



COMMERCIAL LEASE WITH OPTION TO RENEW

This lease made effective, as of the 24 day of ~~April~~^{May}, 2016 between:

CARL TOMPKINS
P.O. Box 82907
Fairbanks, AK 99708

(hereinafter called "Landlord" or TOMPKINS)

and

GOODSINSE, LLC
2750 Park Way
North Pole, AK 99705

(hereinafter called "Tenant" or "GoodSinse")

who agree as follows:

1. **PREMISES:** Landlord leases to Tenant and Tenant leases from Landlord the real property commonly known as 2604 Davis Road, Fairbanks, Alaska 99709,

2. **TERM:** Except as may be altered per the provisions below, the term of this lease shall commence upon signing and expire approximately one (1) years thereafter on April 30, 2017.

3. **ACCEPTANCE OF PREMISES – POSSESSION:**

(a) Commencing upon signing of this agreement, Tenant shall have access to and possession of the entire property.

4. **RENT:** Tenant shall pay to Landlord upon the signing of this agreement THIRTY SIX HUNDRED DOLLARS (\$3600.00), representing the first and last month's six months' rent (i.e. the monthly rental rate is \$1800). Tenant shall have the following early termination options, bulleted below under this paragraph:

- Within the first six months and should Tenant fail to secure the necessary government permits for its planned property and business use, Tenant shall have the option of terminating the lease without further liability, and be entitled to a credit of the last month's rent. The first month's rent of \$1,800, however, is nonrefundable.

Rent is due on the 1st of the month and can be mailed to Landlord at this above address.

5. **SECURITY DEPOSIT:** No security deposit shall be paid. The last month's rent shall be held by Landlord in trust subject to Tenant's right of early termination consistent with Article 4 above. .

6. **TAXES, INSURANCE, UTILITIES:** During the rental term, utilities (electric, waste disposal, water, septic) and property taxes on the property shall be paid by Landlord, subject to the below.

- Fuel heating oil shall be provided and paid by Tenant.

- *Electricity:* As long as electrical usage remains in Landlord's name, Landlord shall be entitled to a deposit from Tenant of \$3,000, refundable upon lease termination. Landlord shall cover, as included within the rent, up to 4500 kilowatts per month for Tenant's use. Tenant shall be responsible for electric charges associated with monthly usage exceeding 4500 kilowatts.
- *Water:* Landlord shall cover, as included within the rent, up to 1000 gallons of water for Tenant's use. Landlord shall order and attend to assuring up to 1000 gallons of water per month for Tenant's use. For water usage exceeding 1000 gallons per month, Tenant shall be responsible for filling the water tank and for payment.
- Tenant shall be responsible for insuring its personal property. Landlord shall maintain fire and premises insurance coverage. Evidence of Insurance shall be provided upon demand by either party.
- Landlord shall maintain the boiler and the septic system, including payment for periodic septic pumping.

7. **LIMITATION ON USE - SIGNAGE:** Tenant may use the premises for all lawful uses, including (but not limited to) cannabis production, sales, warehousing, marketing, self-storage, or general storage. Tenant shall be allowed to erect signage on the property.

Tenant shall report any oil spills that require more than 24 hours to clean up. No hazardous materials shall be placed in the drains or the dumpster.

8. **NONCOMPETITION BY LANDLORD WITH TENANT'S USE:** During the term of this lease and for one year (3) following Tenant's leasing the property, landlord shall refrain from competing with Tenant in Tenant's use of the premises. Landlord's covenant not to compete is limited to within a fifty (50) mile radius of the property. In the event of breach of this covenant, the parties agree that damages to Tenant will be certain, yet difficult to prove. In recognition of that, the parties agree that liquidated damages of \$200 for each day of competition is reasonable.

9. **MAINTENANCE OF AND IMPROVEMENTS TO PREMISES:**

(a) **Maintenance:** Except as otherwise provided herein, Tenant at its cost shall maintain the improvements and premises in good condition, normal wear and tear excepted. Landlord shall not have any responsibility for normal, day-to-day maintenance of the premises. Landlord shall be responsible, however, for all structural and physical plant operational expenses (including boiler maintenance).

(b) **Improvements:** Tenant understands and agrees that it is leasing the premises in its "as is" condition. Tenant shall bear the sole burden and cost for any improvements. Except as noted in reference to structural and physical plant operational expenses, Landlord shall not be responsible for any improvements to the premises. Landlord consents to Tenant making alternations and improvements to the premises. Tenant shall be responsible for obtaining any necessary governmental permits for improvements.

10. **LIABILITY - INDEMNITY:** Tenant shall be liable for and shall hold Landlord harmless from, all damages to any third party or to property, occurring in, on, or about the premises, arising from Tenant's occupation or use of the premises; except that Landlord shall be liable to Tenant and shall hold Tenant harmless from damages resulting from the acts or omissions of Landlord or its authorized representatives. Without limitation, Landlord will indemnify, defend, and hold Tenant harmless from environmental liabilities relating to the property that pre-date Tenant's occupancy. For its part, Tenant shall hold Landlord harmless from environmental liabilities relating to the property that stem from Tenant's occupancy.

11. **DAMAGE OR DESTRUCTION:** In case any occurrence caused solely by an act or omission of Tenant results in damage or destruction to the improvements and or premises, Tenant shall at its sole cost and expense, whether or not such casualty loss is covered by insurance and whether or to the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace or rebuild the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, including temporary repairs and work necessary to protect the premises from further injury and with such changes or alterations as may be made at Tenant's election. The restoration shall be commenced promptly and prosecuted with reasonable diligence, unavoidable delays excepted.

12. **DESTRUCTION:** If, during the term, the premises are totally or partially destroyed or damaged by a cause not occasioned solely by the act or default of Tenant, rendering the premises totally or partially inaccessible or unusable, Tenant shall have the option to terminate this lease, or to continue the lease with rentals to be fairly apportioned in accordance with the amount of the partial destruction, and/or to restore the premises to substantially the same condition as they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. If then existing laws do not permit the restoration, either party can terminate this lease immediately by giving notice to the other party.

13. **ABATEMENT OR REDUCTION OF RENT:** Tenant will, during the term of this lease agreement, pay to Landlord the rent reserved in this Lease in the manner specified above, except in the event that all or any part of the demised premises shall be destroyed or damaged by fire or other cause not occasioned solely by the act or default of Tenant, and until the premises are repaired as stated above, the reserved rental is: (a) to cease if destruction is entire, or (b) to be fairly apportioned if partial.

14. **AWARD - DISTRIBUTION:** All awards and proceeds whether from insurance, condemnation or otherwise shall be allocated between Landlord and Tenant as their interests appear. Nothing contained in this lease shall affect or impair the rights of Landlord or Tenant to recover compensation for their interests taken or damages suffered by reason of any loss, taking, condemnation, or need to relocate.

15. **ASSIGNMENT, SUBLETTING AND ENCUMBERING:** Neither party shall voluntarily assign or encumber its interest and obligations in this lease, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the premises, without first obtaining the other party's consent, which shall not be unreasonably withheld. Any assignment, encumbrances, or sublease without the other party's consent shall be voidable and, at that party's election, shall constitute a default. No consent to any

assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

16. **INVOLUNTARY ASSIGNMENT:** No interest of a party in this Lease with shall be assignable by operation of Law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

- (a) If Tenant of Landlord is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt;
- (b) If a writ of attachment or execution is levied on this lease;
- (c) If, in any proceeding or action to which Tenant or Landlord is a party, a receiver is appointed with authority to take possession of the premises.

An involuntary assignment shall constitute a default and the non-defaulting party shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Tenant or Landlord, as the case may be.

17. **TENANT'S DEFAULT:** The occurrence of any of the following shall constitute a default by Tenant:

- (a) Failure to pay rent within fifteen (15) days of when due.
- (b) Abandonment of the premises (failure, without excuse, to occupy and operate the premises during the summer tourist season shall be deemed an abandonment).
- (c) Failure to perform any of the provisions of this lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the thirty (30) day period, and thereafter diligently and in good faith continues to cure the default.

Notices given under this paragraph shall specify the alleged default and the applicable lease provisions; and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless Landlord so elects in the notice.

18. **REMEDIES:** If Tenant or Landlord, as the case may be, causes a default the non-defaulting party shall have all remedies permitted by law including the below. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law.

- (a) Either party, following notice and opportunity to cure extended to the other, after the other commits a default, can cure the default at the defaulting party's cost. If a party at any time, by reason of the other's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the non-defaulting party shall be due immediately from the defaulting party to the other at the time the sum is paid, and if paid at a later date shall bear interest at the rate of five percent (5%) per annum from the date the sum is paid by the non-defaulting party until reimbursed by the defaulting party. The sum, together with interest on it, shall be additional rent or a credit toward rent or toward purchase, as the case may be.

19. **INTEREST ON UNPAID RENT:** Rent not paid when due shall bear interest at 5% per annum.

20. **SIGNS, ADVERTISING:** Tenant at its cost shall have the right to place, construct, and maintain signs on the premises. Any sign that Tenant has the right to place, construct, and maintain shall comply with all laws, and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.

21. **LANDLORD'S ENTRY ON PREMISES:** Landlord and its authorized representative shall have the right to enter the premises at all reasonable times and after reasonable notice to Tenant for any of the following purposes:

(a) To determine whether the premises are in good condition and whether Tenant is complying with its obligations under this lease; and

(b) To serve, post, or keep posted any notices required or allowed under the provisions of this lease.

22. **NOTICE:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth in the introductory paragraph of this lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within three (3) days from the time of mailing if mailed as provided in this paragraph.

23. **SURRENDER OF PREMISES; TERMINATION; HOLDING OVER:** On expiration or termination of the term or in the event of early termination as provided above, Tenant shall surrender to Landlord the premises in good condition (except for ordinary wear and tear).

Tenant shall be allowed to remove items specific to its business operation, including but not limited to electric upgrades, and video surveillance equipment. Tenant shall restore the main electric to its pre-lease amperage service. Video surveillance equipment and outdoor lighting with permanent fixture may be purchased by Landlord at that time at Tenant's cost, or as the parties might otherwise agree.

Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the premises on expiration or termination, except marijuana or marijuana products. The alterations or Tenant's personal property that Landlord elects to retain or dispose of shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's costs for storing, removing, and disposing of any alterations or Tenant's personal property.

If Tenant fails to surrender the premises to Landlord on expiration or termination of the term as required by this lease, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the premises.

24. **OPTION TO RENEW LEASE:** (a) At Tenant's option and election, this lease can be renewed for one (1) year, subject to a three and one-half percent (3 ½ %) rent increase. Landlord grants to Tenant the option to renew the premises for one year.

(b) **NOTICE:** The election of Tenant to exercise the option to renew the premises must be evidenced by a notice in writing addressed to Landlord, sent by mail or email to Landlord.

25. MISCELLANEOUS PROVISIONS:

(a) This lease contains the entire understanding of the parties hereto and cancels and supersedes all prior leases, understandings, agreements or undertakings of the parties with respect to the subject matter herein, and may be amended only by a written instrument executed by Landlord and Tenant.

(b) Invalidity of any one of these provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(c) This Lease shall be a contract made under, and shall be governed by and construed under, the laws of the State of Alaska. In case of any disagreement or action arising hereunder, the parties agree that jurisdiction shall be in the courts of the State of Alaska and agree venue shall be in Fairbanks.

(d) This Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(e) Time of the essence in this Lease.

(f) The individuals signing this Lease represent that they have full authority to enter into this Lease on behalf of the respective parties, and to bind the entities which are parties hereto. No other or further authorizations are needed to make this agreement fully binding upon the parties hereto.

(g) Both Landlord and Tenant have had the benefit of the advice of counsel as to the terms and conditions contained herein. In case of any ambiguity, this Lease shall not be construed as against either party.

(h) All of the attorney's fees and legal costs incurred by the respective parties in negotiating and forming this lease shall be borne by the respective parties. All legal costs and attorneys fees actually incurred by any party to this lease to enforce any obligations of any other party under this lease shall be paid to the prevailing party by the other party and shall bear interest at the late rental interest rate.

(i) Email or faxed signatures shall have the same effect as an original.

(j) At either parties' election, a customary Memorandum of Lease may be recorded.

CAUTION: READ BEFORE SIGNING!

LANDLORD:

CARL TOMPKINS

by

Carl Tompkins

TENANT:



Daniel L. Peters GoodSinse LLC

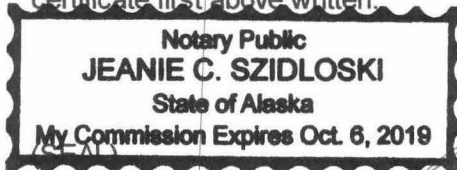
GOODSINSE, LLC


By: Daniel L. Peters, Managing Member

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 24 day of May, 2016, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared DANIEL PETERS, to me known to be the person individually signing and who executed the within and foregoing Commercial Lease in both his individual capacity and as Managing Member of GOODSINSE, LLC and he acknowledged to me that he signed said instrument as his free and voluntary act and deed for the uses and purposes therein stated.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.



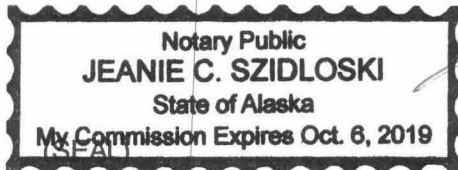


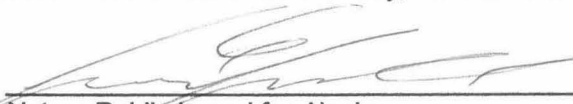
Notary Public in and for Alaska
My Commission Expires: Oct. 6, 2019

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)


THIS IS TO CERTIFY that on the 24 day of May, 2016, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared CARL TOMPKINS, to me known to be the person individually signing and who executed the within and foregoing Lease in his capacity as Landlord and he acknowledged to me that he signed said instrument as his free and voluntary act and deed for the uses and purposes therein stated.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.






Notary Public in and for Alaska
My Commission Expires: Oct 6, 2019



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

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Guide Use Area Download

NAME(s)

Type	Name
Legal Name	GoodSinse LLC

ENTITY DETAILS

Entity Type:

Limited Liability Company

Entity #:

10037034

Status:

Good Standing

AK Formed Date:

3/22/2016

Duration/Expiration:

Perpetual

Home State:

ALASKA

Next Biennial Report Due:

1/2/2018

Entity Mailing Address:

2750 PARK WAY, NORTH POLE, AK 99705

Entity Physical Address:

2604 DAVIS RD, FAIRBANKS, AK 99709

REGISTERED AGENT

Agent Name:

Danielle Peters

Registered Mailing Address:

2750 PARK WAY, NORTH POLE, AK 99705

Registered Physical Address:

2750 PARK WAY, NORTH POLE, AK 99705

OFFICIALS

Show Former

AK Entity#	Name	Titles	Percent Owned
	Daniel Peters	Member	50
	Danielle Peters	Member	50


FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
3/22/2016	Creation Filing	Click to View	Click to View
5/29/2016	Initial Report	Click to View	

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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
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 10037034
Date Filed: 05/29/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company Initial Biennial Report

Web-5/29/2016 10:00:41 AM

Entity Name: GoodSinse LLC
Entity Number: 10037034
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Danielle Peters
Physical Address: 2750 PARK WAY, NORTH POLE,
AK 99705
Mailing Address: 2750 PARK WAY, NORTH POLE,
AK 99705

Entity Physical Address: 2604 Davis RD, Fairbanks, AK 99709

Entity Mailing Address: 2750 PARK WAY, NORTH POLE, AK 99705

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Danielle Peters	2750 Park Way, North Pole, AK 99705	50	Member
Daniel Peters	2750 Park Way, North Pole, AK 99705	50	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Daniel Peters



THE STATE

of

ALASKA

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

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Articles of Organization

Domestic Limited Liability Company

Web-3/22/2016 8:20:44 PM

1 - Entity Name

Legal Name: GoodSinse LLC

2 - Purpose

Cannabis cultivation, wholesale and retail sales.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Danielle Peters

Mailing Address: 2750 park way, North Pole, AK 99705

Physical Address: 2750 park way, North Pole, AK 99705

5 - Entity Addresses

Mailing Address: 2750 park way, North Pole, AK 99705

Physical Address: 2750 park way, North Pole, AK 99705

6 - Management

The limited liability company is managed by its members.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

GoodSinse, LLC

A Member -*Managed Limited Liability Company*

ARTICLE I **Company Formation**

1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME.** The name of the Company shall be: GoodSinse, LLC.

1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Danielle Peters

2750 Park Way

North Pole, 99705

1.4 **TERM.** The Company shall continue for a perpetual period.

(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or

(d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

- 1.6 **BUSINESS PURPOSE.** The purpose of the Company is to cultivate, manufacture,
oil extraction, and retail sales of cannabis and cannabis products.

- 1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

GoodSinse, LLC
2604 Davis Road
Fairbanks, AK 99709

Principal place of business may be changed at a location the Managers from time to time select.

- 1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.
- 1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is \$50,000.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.
- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
 - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
 - (b) credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

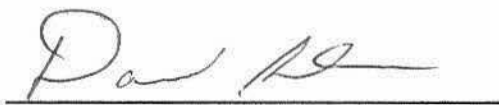
The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 10 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of GoodSinse, LLC _____, adopted by the members as of May _____, 1 _____ 2016.

Members:


Signature

Printed Name Danielle Peters

Percent: 50 %


Signature

Printed Name Daniel L. Peters

Percent: 50 %

Signature

Printed Name _____

Percent: _____ %

Signature

Printed Name _____

Percent: _____ %

EXHIBIT 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

GoodSinse, LLC

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Printed Name Daniel L. Peters

Chief Executive Manager

2750 Park Way Address
North Pole, AK 99705

Printed Name Danielle Peters

Title Vice President

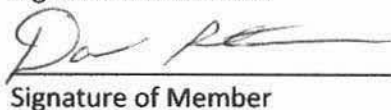
2750 Park Way Address
North Pole, AK 99705

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 23rd day of June, 2016.


Signature of Member

Printed Name Danielle Peters


Signature of Member

Printed Name Daniel L. Peters

Signature of Member

Printed Name _____

EXHIBIT 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

GoodSinse, LLC

LISTING OF MEMBERS

As of the 1st day of May, 2016 the following is a list of Members of the Company:

Name Danielle Peters Percent 50 %

Address 2750 Park Way

Name Daniel Peters Percent 50 %

Address 2750 Park Way


Name _____ Percent _____ %

Address _____

Name _____ Percent _____ %

Address _____

Authorized by Member(s) to provide Member Listing as of this 1st day of May, 2016.


Signature of Member

Signature of Member


Signature of Member

Signature of Member

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

CAPITAL CONTRIBUTIONS

[illegible]

Member

Member


Member

Member

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

GoodSinse LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective March 22, 2016.

Chris Hladick
Commissioner

Alaska Business License #

1035647

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

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

This is to certify that

GOODSINSE LLC

2750 NORTH POLE AK 99705

owned by

GOODSINSE LLC

is licensed by the department to conduct business for the period

April 16, 2016 through December 31, 2017

for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

31 - Manufacturing



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick

AFFP

GoodSinse LLC is applying unde

Affidavit of Publication


UNITED STATES OF AMERICA
STATE OF ALASKA
FOURTH DISTRICT } SS.

34828

Before me, the undersigned, a notary public, this day personally appeared Alicia Huckins, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500 and more than 10% of the population of the Fourth Judicial District, (iv) holding a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, and (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

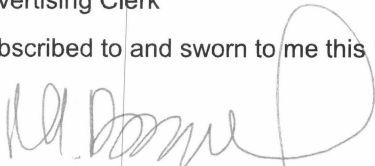
April 30, 2016, May 07, 2016, May 14, 2016

and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.



Advertising Clerk

Subscribed to and sworn to me this 14th day of May 2016.



Marena Burnell, Notary Public in and for the State Alaska.

My commission expires: December 07, 2017

00008504 00034828

DANIEL PETERS
GOODSINSE, LLC.
2750 PARK WAY
NORTH POLE, AK 99705

GoodSinse LLC
is applying under
3 AAC 306.400(a)(1)
for a new
Standard Marijuana Cultivation Facility
license, license # 10279,
doing business as
GOODSINSE LLC,
located at
2604 Davis Rd., Fairbanks, AK 99709, UNITED
STATES.

Interested persons should submit written comment
or
objection to their
local government, the applicant, and to the Alcohol
& Marijuana Control Office at 550 W 7th Ave, Suite
1600, Anchorage, AK 99501 or to
marijuana.licensing@alaska.gov not later than 30
days after this notice of
application.

Publish: 4/30, 5/7, 5/14/16

NOTARY PUBLIC
M. BURNELL
STATE OF ALASKA
My commission Expires December 7, 20____

OBJECTIONS

From: [Kevin Pomeroy](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Cc: ["goodsinse@yahoo.com"](mailto:goodsinse@yahoo.com)
Subject: Objection to Specific Application
Date: Tuesday, May 03, 2016 11:37:56 AM

RE:

Daniella Peters DBA GoodSinse LLC
License # 10281
License #10279
License # 10278

May 3, 2016

RE: Opposition to

License # 10281 Marijuana Concentrate Manufacturing Facility
License # 10279 Standard Marijuana Cultivation Facility
License # 10278 Retail Marijuana Store

To Whom It May Concern,

This letter is written to strongly express opposition for the granting of Application for Marijuana Establishment Licenses for GOODSINSE LLC at the physical address 2604 Davis Road, Fairbanks, AK, 99709.

This proposed location, is within a stone's throw of the Alaska Laborers Training Trust School; which has vocationally trained students in its current location since 1997. Our Apprenticeship and training campus is a drug free school zone which partners with the Fairbanks Pipeline Training Center, rural and local school districts, Tanana Chiefs Conference, Alaska Works Partnership, Helmets to Hardhats, Women in the Trades and other post-secondary vocational training schools.

Working closely with the various school districts throughout the year, varying numbers of junior high and high school students participate in career academies, job fairs and hands on training at our school. Additionally, many of the students applying for and taken into in our federally registered Apprenticeship program are under the age of twenty-one.

Granting of the licenses would not only put this proposed establishment in conflict with the 500 foot State of Alaska law, but also the 1000 foot Federal law; due to its proximity to Open Arms Day Care and Zion Lutheran Church.

While I'm sure there is a place for this type of business, I don't think it should be next to the Alaska Laborers Training School, Zion Lutheran Church, and Open Arms Child Development Center.

I urge you to deny licenses for Marijuana Establishment Licenses at 2604 Davis Road, Fairbanks, AK.

Kevin Pomeroy
Business Manager/Secretary-Treasurer
Laborers Local 942
907-456-4584
kpomeroy@local942.net

Re: DBA Goodsinse, LLC. Email: goodsinse@yahoo.com

License # 10281 Marijuana Concrete Manufacturing Facilities

License # 10279 Standard Marijuana Cultivation Facilities

License # 10278 Retail Marijuana Store

To Whom It May Concern,

We at Zion Lutheran Church and Open Arms Child Development Center under 3 ACC 306.065 strongly oppose the granting of application for Goodsinse LLC at the physical address of 2604 Davis Rd. Fairbanks, AK. 99709. goodsinse@yahoo.com.

Established in 2000, Open Arms Child Development Center is a non-profit ministry of Zion Lutheran Church, providing a child development program of the highest quality designed to meet the needs of concerned working parents of Fairbanks, Alaska and the surrounding areas.

STATEMENT OF REASON: The proposed location for the growing operation and retail store of a class one narcotic in such close proximity of the Drug Free Zone surrounding Open Arms Child Development Center and a religious facility Zion Lutheran Church is very concerning to us as a community. All information distributed from the U.S. Department of Justice in regards to states that have chosen to legalize the manufacturing and sales of marijuana call for a robust and effective state regulatory system. We feel the state and borough laws are in fact diminishing Federal law for established buffer zone around schools and religious facilities reducing the safe buffer zone from 1000' to a mere 500'. According to Alaska Dispatch News the State of Alaska is the first state to break into the 1000-foot federal school zone buffer.

Granting of this license would be in conflict of the 1000 foot Federal Law protecting our children attending Open Arms Child Development Center. Likewise, the congregation of Zion Lutheran Church supports a Biblical recovery ministry (Celebrate Recovery) for those struggling with addictions of all kinds. It is an unwelcome temptation for those trying to live a sober life.

We at Zion Lutheran Church and Open Arms Child development Center urge you to deny all Marijuana Establishment Licenses at 2604 Davis Road, Fairbanks, Alaska.

Craig Robinson

President, Leadership Council

Zion Lutheran Church

(907) 456-7660

admin@zionfairbanks.org

CORRESPON- DENCE



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

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

June 20, 2016

GoodSinse, LLC
DBA GoodSinse LLC
Via email: goodsinse@yahoo.com

Re: Standard Marijuana Cultivation Facility license application #10279

Dear applicant,

The AMCO Office is reviewing the documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

- **All MJ forms**
 - Please correct the licensee name on page 1, Establishment Information, of each MJ applications. The licensee in this context is GoodSinse, LLC; the applicant of the marijuana establishment license.
- **MJ-02 Premises Diagram**
 - The diagrams submitted were a little hard to decipher. Please resubmit a detailed diagram of the proposed premises (specifically the cultivation premises); the diagram must clearly show (by labeling) all entrances and boundaries of the premises, restricted access areas, storage areas interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counter, windows, areas of ingress and egress. Include dimensions in your drawing. If you need to outline the area that is proposed for the cultivation license, please do so.
 - Please also provide an overall diagram of the property, including boundaries, where the proposed cultivation premises will be, and within this diagram clearly show the proposed cultivation premises by outlining it in color.
- **MJ-04 Cultivator Supplemental**
 - Page 3, third box: Please expand upon your answer to this question. The answer provided does not address the marijuana cultivation facility's irrigation system other than "GoodSinse will utilize an on-site 1000 gallon holding tank for a fresh water supply".

- **MJ-08 Local Government Notice Affidavit**

- Please clarify the local government with jurisdiction over the applicant's proposed licensed premises. The submitted MJ-08 states the local government is Fairbanks North Star Borough and "Fairbanks City Council" is the community council. However, FNSB and the City of Fairbanks are actually two separate local governments. Please call FNSB and/or City of Fairbanks to find out which is the local government with jurisdiction over the applicant's proposed premises. The community council part of MJ-08 applies only to the Municipality of Anchorage and Mat-Su Borough.
- Please make corrections to MJ-08 as necessary.

- **Entity Documents**

- Please provide the LLC's Operating Agreement.

- **Proof of Possession for Proposed Premises**

- On the submitted lease, number 23 Surrender of Premises....; On the paragraph that starts with "Landlord can elect to retain or dispose of in any manner....." Please have the landlord add and initial a sentences/statement along the lines of "except marijuana or marijuana products".

- **Fees**

- It appears that only one fingerprint fee was paid. There are two affiliates for this application and we received fingerprint cards for each. Please make payment through your MyAlaska the fee was made available.

Please return the incomplete items within two weeks of the date of this letter. Receipt of the items within two weeks will keep your application at the top of our worklist. If we do not receive all of the completed items within two weeks, your application will be moved to the back of the "Under Review" worklist. If we do not receive your completions within 90 days, per 3 AAC 306.025(f), you must file a new application and pay a new fee.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

NOTIFICATIONS

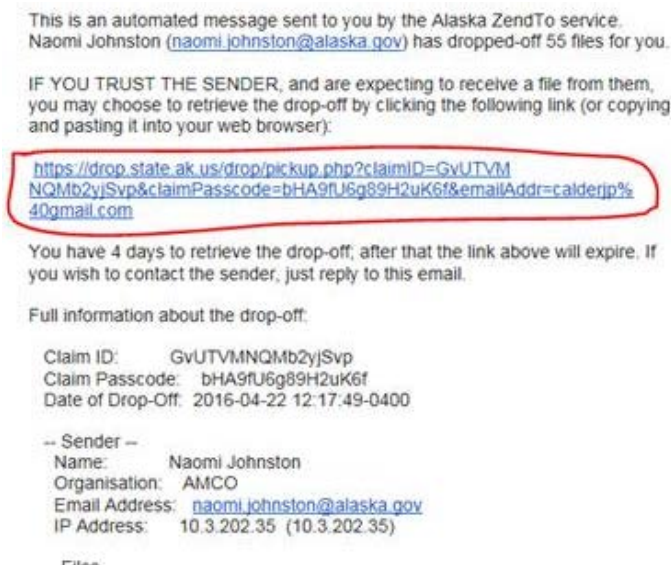
From: [AMCO Local Government Only \(CED sponsored\)](#)
To: [Danyielle Snider \(ddsnider@ci.fairbanks.ak.us\)](#); ["john.eberhart@ci.fairbanks.ak.us"](#); [hlzach@ci.fairbanks.ak.us](#)
Subject: LG Notification-GoodSinse LLC license #10279
Date: Friday, June 24, 2016 11:57:00 AM
Attachments: [10279 LG Notification-GoodSinse LLC #10279.pdf](#)

Dear local government officials,

Please find the attached notification for a new marijuana establishment license. Direct all responses to amco.localgovernmentonly@alaska.gov

The application and all supporting documentation will be sent to each of you via the State of Alaska Drop Box called ZendTo.

Using the ZendTo drop box. You will receive an email that looks like this



Click the link that is circled in red in the image above. You should be redirected to a page with something similar to this:

Please prove you are a person

To confirm that you are a *real* person (and not a computer), please play the quick game below then click "Pickup Files":



Pickup Files

Type the text that is displayed in the image and hit enter. In this example you would type "1200" into the field that says "type the text".
Your Files should appear:

Drop-Off Summary

Click on a filename or icon to download that file.

Filename	Type	Size	Description
 ABCAgenda .pdf	application/pdf	472.3 KB	
 Tab1 .pdf	application/pdf	416.6 KB	
 Tab10 .pdf	application/pdf	259.1 KB	
 Tab11 .pdf	application/pdf	1.9 MB	
 Tab12 .pdf	application/pdf	1.7 MB	
 Tab13 .pdf	application/pdf	10.0 MB	
 Tab14 .pdf	application/pdf	3.5 MB	
 Tab15 .pdf	application/pdf	1.4 MB	
 Tab16 .pdf	application/pdf	513.9 KB	
 Tab17 .pdf	application/pdf	812.2 KB	

Click the blue link for each tab. You can download and save them however you wish.

Thank you

AMCO Staff

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

June 24, 2016

City of Fairbanks

Attn: Danyielle Snider, City Clerk

VIA Email: ddsnyder@ci.fairbanks.ak.us

Cc: john.eberhart@ci.fairbanks.ak.us.

hlzach@ci.fairbanks.ak.us

License Number:	10279
License Type:	Standard Marijuana Cultivation Facility
Licensee:	GoodSinse LLC
Doing Business As:	GOODSINSE LLC
Physical Address:	2604 Davis rd. Fairbanks , AK 99709
Designated Licensee:	Daniel Peters
Phone Number:	907-347-7689
Email Address:	goodsinse@yahoo.com

☒ **New Application** ☐ **Transfer of Ownership Application** ☐ **Renewal Application**
☐ **Onsite Consumption Endorsement**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

A local government may protest the approval of an application(s) pursuant to 3 AAC 306.060 by furnishing 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. If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200.

3 AAC 306.010(c) provides that the board will not issue a license when a local government protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

At this time, the fingerprints submitted by the applicant cannot be submitted for a criminal history report until a date to be determined by the Department of Public Safety and the Federal Bureau of Investigation based upon the effective date of the act containing enabling statutory language for such criminal history report. On April 27, 2016, the Marijuana Control Board directed me to determine applications complete based solely upon the representations made by the applicant in Form MJ-00.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin", is positioned above the typed name.

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov

From: [Marijuana Licensing \(CED sponsored\)](#)
To: [decfsspermit \(DEC sponsored\)](#)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: DEC Notification-GoodSinse LLC license #10279
Date: Friday, June 24, 2016 12:01:00 PM
Attachments: [10279 DEC Notification.pdf](#)
[10279 MJ-02 Premises Diagram.pdf](#)
[10279 Online Application Redacted.pdf](#)

Good afternoon;

Please see attached correspondence regarding a marijuana establishment license.

Please direct all correspondence to marijuana.licensing@alaska.gov

Thank you

AMCO Staff



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

June 24, 2016

Department of Environmental Conservation
Attn: Permitting Division

VIA email: DEC.FSSPermit@alaska.gov

License Number:	10279
License Type:	Standard Marijuana Cultivation Facility
Licensee:	GoodSinse LLC
Doing Business As:	GOODSINSE LLC
Physical Address:	2604 Davis rd. Fairbanks , AK 99709
Designated Licensee:	Daniel Peters
Phone Number:	907-347-7689
Email Address:	goodsinse@yahoo.com

3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located.

This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). **Please complete and return this form to the AMCO office at the email below.**

REVIEWER: _____ ☐ DEC ☐ Fire Marshal

DATE: _____ PHONE: _____

☐ Compliant ☐ Non-compliant

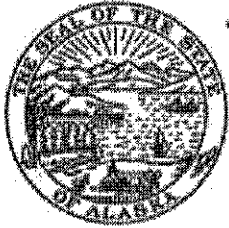
COMMENTS: _____

If you have any questions, please send them to the email address below.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Franklin', is positioned above the typed name.

Cynthia Franklin, Director
marijuana.licensing@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

June 24, 2016

Department of Environmental Conservation
Attn: Permitting Division

VIA email: DEC.FSSPermit@alaska.gov

License Number:	10279
License Type:	Standard Marijuana Cultivation Facility
Licensee:	GoodSinse LLC
Doing Business As:	GOODSINSE LLC
Physical Address:	2604 Davis rd. Fairbanks , AK 99709
Designated Licensee:	Daniel Peters
Phone Number:	907-347-7689
Email Address:	goodsinse@yahoo.com

3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located.

This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). **Please complete and return this form to the AMCO office at the email below.**

REVIEWER: Noelani Thompson ☒ DEC ☐ Fire Marshal

DATE: 06/24/2016 PHONE: 907-269-6289

☒ Compliant ☐ Non-compliant

COMMENTS: No permit is needed from DEC for this facility.

If you have any questions, please send them to the email address below.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Franklin', written in a cursive style.

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["goodsinse@yahoo.com"](mailto:goodsinse@yahoo.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Complete Letter-GoodSinse LLC license #10279
Date: Friday, June 24, 2016 12:03:00 PM
Attachments: [10279 Complete Letter.pdf](#)

Good afternoon,

Please see attached correspondence regarding your marijuana establishment license.

Thank you

AMCO Staff



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

June 24, 2016

GoodSinse, LLC
DBA GoodSinse LLC
VIA email: goodsinse@yahoo.com

Re: Application Status for License # 10279

Dear Applicant:

I have received your application for a Standard Marijuana Cultivation Facility license. Our staff has reviewed your application after receiving your application and required fees. Your application documents appear to be in order, and I have determined that your application is complete for purposes of 3 AAC 306.025(d).

Your application is now considered complete and will be sent electronically, in its entirety, to your local government, your community council if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough, and to any non-profit agencies who have requested notification of applications. The local government will have 60 days to protest the issuance of your license or waive protest.

If you have not yet received all necessary approvals, such as a local license, conditional use permit, site plan review, Fire Marshal approval, or Department of Environmental Conservation approval, you should continue to work with those local or state agencies to get the requirements completed. At this time, at the direction of the Marijuana Control Board, I am determining your application to be complete without sending your fingerprint card(s) to the Department of Public Safety (DPS) for independent verification of your lack of a disqualifying criminal history. The fingerprint card(s) will be forwarded on an as yet undetermined date when DPS and the FBI are ready to receive and process it. Your application status in the application database will be changed to "Complete" today.

Your application may be considered by the board while some approvals are still pending. However, your license will not be finally issued and ready to operate until all necessary approvals are received and a preliminary inspection of your premises by AMCO enforcement staff is completed.

Your application will be scheduled for the July 7th board meeting for Marijuana Control Board consideration. **Your appearance at the meeting, either in-person or telephonic, is mandatory.** The address and call-in number for the meeting will be posted on our home page. Because July 7, 2016 is less than 60 days from today, the board will not grant or deny your application before August 23, 2016 unless your local government waives its right to protest per 3 AAC 306.075(a)(1). Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Franklin', with a stylized flourish at the end.

Cynthia Franklin
Director, Marijuana Control Board

MISC.

DOCUMENTS

(not in any particular
order)



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit**What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Daniel L. Peters	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse LLC				
Premises Address:	2604 Davis Rd				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

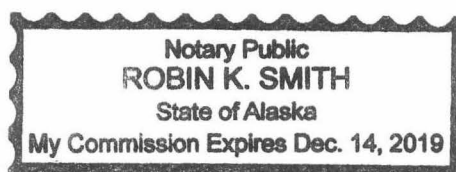
Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 4-26-2016End Date: 5-10-2016Other conspicuous location: Tesoro, 2110 Peger Road Fairbanks

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Subscribed and sworn to before me this 2nd day of June, 2016.

Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

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

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Daniel L. Peters	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse LLC				
Premises Address:	2604 Davis Road				
City:	Faribanks	State:	ALASKA	ZIP:	99709

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: Fairbanks North Star Borough

Date Submitted: June 1, 2016

Community Council: Faribanks City Council

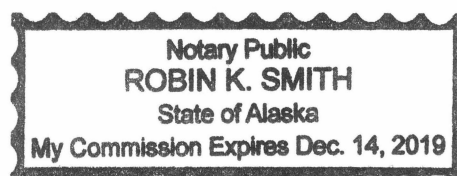
Date Submitted: June 1, 2016

(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Subscribed and sworn to before me this 2nd day of June, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest**What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Daniel L. Peters	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse LLC				
Premises Address:	2604 Davis Road				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Daniel Peters
Title:	Owner
SSN:	[REDACTED]



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-09: Statement of Financial Interest

Section 3 – Certifications

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

A handwritten signature in black ink, appearing to be "D. R.", is written over a horizontal line.

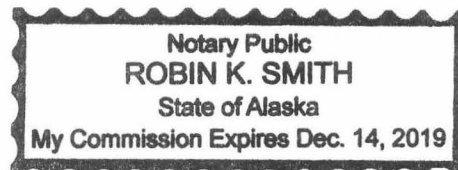
Signature of licensee/affiliate

Subscribed and sworn to before me this 2nd day of June, 2016.

A handwritten signature in black ink, "Robin K. Smith", is written over a horizontal line.

Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Danielle Peters	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse LLC				
Premises Address:	2604 Davis Road				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Danielle Peters
Title:	Owner
SSN:	[REDACTED]



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

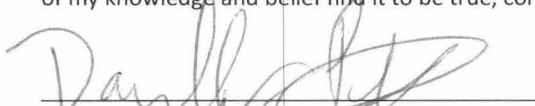
Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

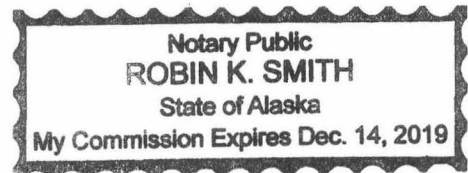
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee/affiliate

Subscribed and sworn to before me this 2nd day of June, 20 16.


Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019





Alaska Marijuana Control Board

Form MJ-02: Premises Diagram**What is this form?**

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached, and submitted to any supplemental premises diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be submitted to AMCO's main office before any license application will be considered complete.

Yes

No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Daniel L. Peters	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse LLC				
Premises Address:	2604 Davis Rd				
City:	Fairbanks	State:	ALASKA	ZIP:	99709




Alaska Marijuana Control Board


Form MJ-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.



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

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 - Agents Download
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 - Tobacco Endorsement Download
- Professional License Download
 - Guide Use Area Download

NAME(s)

Type	Name
Legal Name	GoodSinse LLC

ENTITY DETAILS

Entity Type:

Limited Liability Company

Entity #:

10037034

Status:

Good Standing

AK Formed Date:

3/22/2016

Duration/Expiration:

Perpetual

Home State:

ALASKA

Next Biennial Report Due:

1/2/2018

Entity Mailing Address:

2750 PARK WAY, NORTH POLE, AK 99705

Entity Physical Address:

2604 DAVIS RD, FAIRBANKS, AK 99709

REGISTERED AGENT

Agent Name:

Danielle Peters

Registered Mailing Address:

2750 PARK WAY, NORTH POLE, AK 99705

Registered Physical Address:

2750 PARK WAY, NORTH POLE, AK 99705

OFFICIALS

Show Former

AK Entity#	Name	Titles	Percent Owned
	Daniel Peters	Member	50
	Danielle Peters	Member	50


FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
3/22/2016	Creation Filing	Click to View	Click to View
5/29/2016	Initial Report	Click to View	

TOP OF PAGE

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Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Daniel L. Peters	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse LLC				
Premises Address:	2604 Davis Road				
City:	Faribanks	State:	ALASKA	ZIP:	99709

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: City of Fairbanks

Date Submitted: June 1, 2016

Community Council: N/A

Date Submitted: June 1, 2016

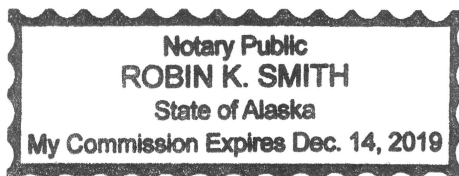
(Municipality of Anchorage and Matanuska-Susitna Borough only)

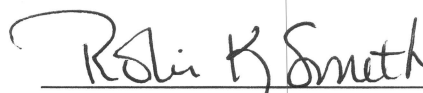
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee

Subscribed and sworn to before me this 2nd day of June, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit**What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse, LLC	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse, LLC				
Premises Address:	2604 Davis Rd				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

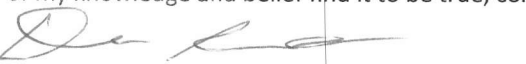
Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 4-26-2016 End Date: 5-10-2016

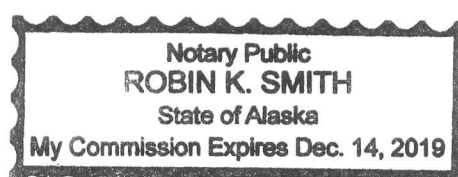
Other conspicuous location: Tesoro, 2110 Peger Road Fairbanks

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee

Subscribed and sworn to before me this 2nd day of June, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 12-14-2019



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	
Title:	
SSN:	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee or affiliate before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	
Title:	
SSN:	



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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

Describe the marijuana cultivation facility's growing medium(s) to be used:

Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:

Describe the marijuana cultivation facility's irrigation and waste water systems to be used:



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

This form must be submitted to AMCO's main office before any marijuana cultivation facility license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

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

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	
Title:	

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐ ☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

--



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

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

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:			
License Type:					
Doing Business As:					
Premises Address:					
City:		State:		ZIP:	

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	
Title:	

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☐☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

--



Alaska Marijuana Control Board

Alcohol & 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

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse, LLC	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse, LLC				
Physical Address:	2604 Davis rd.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Daniel L. Peters				
Email Address:	goodsinse@yahoo.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p>REVISED DOCUMENTS:</p> <p>Form MJ-00 Cultivation Dan p1 Form MJ-00 Cultivation Danielle p1 Form MJ-04 Cultivation Supplemental p1 and 3 Form MJ-09 Cultivation Dan p1 Form MJ-09 Cultivation Danielle p1 Form MJ-07 Public Notice Form MJ-08 Government Notice</p>
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	

Mailing Address:					
City:		State:		ZIP:	

Primary Contact:			
Main Phone:		Cell Phone:	
Email:			



Alaska Marijuana Control Board

Alcohol & 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

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse, LLC	License Number:	10279		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GoodSinse, LLC				
Physical Address:	2604 Davis rd.				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Daniel L. Peters				
Email Address:	goodsinse@yahoo.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p>REVISED DOCUMENTS:</p> <p>Form MJ-08 Government Notice Proof of Possession for Proposed Premises (number 23 edited and initialed)</p>
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Received Date:		Payment Submitted Y/N:		Transaction #:	
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LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

GoodSinse, LLC

A Member - *Managed Limited Liability Company*

ARTICLE I **Company Formation**

1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME.** The name of the Company shall be: GoodSinse, LLC.

1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Danielle Peters

2750 Park Way

North Pole, 99705

1.4 **TERM.** The Company shall continue for a perpetual period.

(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or

(d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

- 1.6 **BUSINESS PURPOSE.** The purpose of the Company is to cultivate, manufacture,
oil extraction, and retail sales of cannabis and cannabis products.

- 1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

GoodSinse, LLC
2604 Davis Road
Fairbanks, AK 99709

Principal place of business may be changed at a location the Managers from time to time select.

- 1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.
- 1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is \$50,000.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.
- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
 - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
 - (b) credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

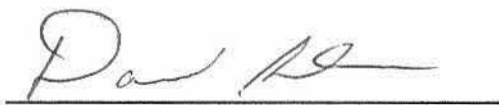
The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 10 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of GoodSinse, LLC _____, adopted by the members as of May _____, 1 _____ 2016.

Members:


Signature

Printed Name Danielle Peters

Percent: 50 %


Signature

Printed Name Daniel L. Peters

Percent: 50 %

Signature

Printed Name _____

Percent: _____ %

Signature

Printed Name _____

Percent: _____ %

EXHIBIT 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

GoodSinse, LLC

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Printed Name Daniel L. Peters
Chief Executive Manager

2750 Park Way Address
North Pole, AK 99705

Printed Name Danielle Peters
Title Vice President

2750 Park Way Address
North Pole, AK 99705

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 23rd day of June, 2016.


Signature of Member

Printed Name Danielle Peters


Signature of Member

Printed Name Daniel L. Peters

Signature of Member

Printed Name _____

EXHIBIT 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

GoodSinse, LLC

LISTING OF MEMBERS

As of the 1st day of May, 2016 the following is a list of Members of the Company:

Name Danielle Peters Percent 50 %

Address 2750 Park Way

Name Daniel Peters Percent 50 %

Address 2750 Park Way

Name _____ Percent _____ %

Address _____


Name _____ Percent _____ %

Address _____

Authorized by Member(s) to provide Member Listing as of this 1st day of May, 2016.


Signature of Member

Signature of Member


Signature of Member

Signature of Member

EXHIBIT 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

GoodSinse, LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$ \$50,000. The description and each individual portion of this initial contribution is as follows:

Danielle Peters	\$ <u>\$25,000</u>
Daniel Peters	\$ <u>\$25,000</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this 23rd day of June, 2016.


Member

Member


Member

Member