



Department of Commerce, Community, and Economic Development

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

MEMORANDUM

TO:	Chair and Members of the Board	DATE:	January 17, 2017
FROM:	Sara Chambers Director, Marijuana Control Board	RE:	Alaska's Green Light District #10933

This is an application for a Retail Marijuana Store in the Municipality of Anchorage by AKGLD, LLC DBA Alaska's Green Light District

Date Application Initiated:	08/17/2016
Date Under Review:	10/14/2016
Incomplete Letter(s) Date:	12/06/2016
Date Final Corrections Submitted:	12/19/2016
Determined Complete/Notices Sent:	12/19/2016
Local Government Response/Date:	12/20/2016 – protest pending municipal license and special land use permit
DEC Response/Date:	N/A deferred
Fire Marshal Response/Date:	N/A deferred
Objection(s) Received/Date:	Νο
Staff questions for Board:	No



Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet <u>must</u> 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.

Alaska Marijuana Control Board

Licensee:	AKGLD, LLC	License	Number:	10933	
License Type:	Retail Marijuana Store				
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT				
Physical Address:	407 E. Northern Lights Blvd				
City:	Anchorage	State:	AK	Zip Code:	99503
Designated Licensee:	James Millhouse				
Email Address:	akgreenlight@yahoo.com				

Section 2 - Attached Items

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

Attached Items:	
	Entity Documents - Alaska's Green Light District
	OCT 1 1 2016 ALCOHOL MARIJUANA CONTROL OFFICE STATE OF ALASKA

	OFFICE USE ONLY		
Received Date:	Payment Submitted Y/N:	Transaction #:	

Division of Corporations, Business and Professional Licensing

Name(s)

Туре	Name
Legal Name	AKGLD, LLC

Entity Details

Entity Type:	Limited Liability Company
Entity #:	10037905
Status:	Good Standing
AK Formed Date:	4/22/2016
Duration/Expiration:	Perpetual
Home State:	ALASKA
Next Biennial Report Due:	1/2/2018
Entity Mailing Address:	5. 2612 EAGLE ST, ANCHORAGE, AK 99503
Entity Physical Address:	5. 2612 EAGLE ST, ANCHORAGE, AK 99503
Registered Agent	
A cont Noma	Jamas Millhouse

Agent Name: James Millhouse

Registered Mailing Address:407 E NORTHERN LIGHTS BLVD, ANCHORAGE, AK 99503Registered Physical407 E NORTHERN LIGHTS BLVD, ANCHORAGE, AK 99503Address:407 E NORTHERN LIGHTS BLVD, ANCHORAGE, AK 99503

Officials

AK Entity#	Name	Titles	Percent Owned
	James Millhouse	Member	50
	Troy Millhouse	Member	50

Filed Documents

Date Filed	Туре	Filing	Certificate
4/22/2016	Creation Filing		
6/7/2016	Initial Report		



1035952 Alaska Business License # Alaska Department of Commerce, Community, and Economic Development having complied with the other requirements of the laws of the State or of the United States. is licensed by the department to conduct business for the period ALASKA'S GREEN LIGHT DISTRICT Division of Corporations, Business and Professional Licensing 2612 EAGLE ST ANCHORAGE AK 99503 This license shall not be taken as permission to do business in the state without This license must be posted in a conspicuous place at the business location. P.O. Box 110806, Juneau, Alaska 99811-0806 April 22, 2016 through December 31, 2017 for the following line of business: This is to certify that AKGLD, LLC 42 - Trade owned by It is not transferable or assignable. 2016 ALCOHOL MARIJUANA CONTROL OFFICE STATE OF

Chris Hladick

OPERATING AGREEMENT

of

AKGLD, LLC

This Operating Agreement (the "Agreement") made and entered into this <u>22nd</u> day of April, 2016 (the "Execution Date"),

AMONGST

.

James Millhouse of 407 E Northern Lights Blvd Troy Millhouse of 407 E Northern Lights Blvd

(individually the "Member" and collectively the "Members").

BACKGROUND

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

Formation

- By this Agreement the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Members will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided here. <u>Name</u>
- 2. The name of the Company will be AKGLD, LLC. <u>**Purpose</u>**</u>
- 3. To cultivate and retail commercial marijuana. <u>Term</u>



- The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.
 <u>Place of Business</u>
- 5. The Principal Office of the Company will be located at 2612 Eagle St, Anchorage, AK 99503 or such other place as the Members may from time to time designate.
- The mailing address of the Principal Office of the Company will be 407 E Northern Lights Blvd, Anchorage, AK or such other place as the Members may from time to time designate.
 <u>Membership Classes</u>

7. Members will be divided into classes. Each class will have distinct rights and obligations as follows:

Member Class	Duties and Obligations	Voting
Managing Partner	Manage day to day operations in club. Has the right to make final decisions for the club. Has the right to veto decisions made by the partners because of having controlling interest in the company.	Yes
Partner	Assist with management of day to day operations within the club. Has the right to present information to managing partner. Decisions will be made based on group vote.	Yes

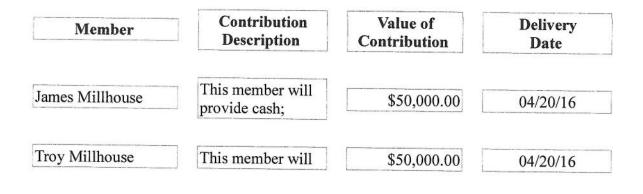
8. The following is a list of all Members and the membership class to which they belong:

Member	Member Class	
James Millhouse	Managing Partner	RECEIVED
Troy Millhouse	Managing Partner	DEC 1 9 2016
Troy Millhouse		ALCOHOL MARIJUANA CO

Capital Contributions

1.1

9. The following is a list of all Members and their Initial Capital Contributions to the Company. Each of the Members agree to make their Capital Contributions to the Company, full and on time, according to the following terms:

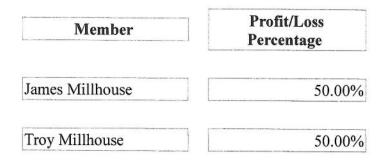


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Distribution of Profits/Losses

1. .

10.Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be distributed between the Members in the following manner:



- 11.Distributions will be made according to the following schedule: Quarterly.
- 12.Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
- 13.No Member will have priority over any other Member for the distribution of Net Profits or Losses. <u>Voting</u>
- 14.Each Member of a voting membership class will be entitled to cast votes, on any matter within the authority of that membership class, based upon the proportion of that Member's Capital Contributions in the Company.

Nature of Interest

15.A Member's interest in the Company will be considered personal property.

16.A Member's ownership interest in the Company will be represented by a certificate issued by the Company.

Withdrawal of Contribution

- 17.No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

 Liability for Contribution
- 18.A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of the remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This

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option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

- 19.Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Members' interests are not affected, except with the unanimous consent of the Members. No Member will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Members may be adjusted to reflect the aggregate change in Capital Contributions by the Members.
- 20.Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Voting Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Resolution of such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Voting Members.

Capital Accounts

- 21.An individual capital account will be maintained for each Member (if able to do so because of banking issues) and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account. Interest on Capital
- 22.No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions. <u>Drawing Accounts</u>
- 23.An individual drawing account will be maintained for each Member. Each Member will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Members. The drawing account is a temporary account and is expected to have a debit balance if there have been any withdrawals. At the end of each accounting year, the drawing accounts are closed by transferring the debit balance to each Member's capital account.
 <u>Compensation of Members for Services Rendered</u>

24.Members will be compensated by the Company for services rendered to or on behalf of the Company.

Management

- 25.Management of this Company is vested in the Members. Authority to Bind Company
- 26.Only the following individuals have authority to bind the Company in contract: Managing Partner. Duty of Loyalty
- 27.No Member or Manager will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an Involuntary Withdrawal of the offending Member or Manager and may be treated accordingly by the remaining Members. A withdrawing Member or Manager will not carry on a similar business to the business of the Company within any established or contemplated market regions of the Company for a period of at least 2 years after the date of withdrawal.

Duty to Devote Time

28.Each Member will devote such time and attention to the business of the Company as the majority of the Voting Members will from time to time reasonably determine for the conduct of the Company business.

Member Meetings

- 29.Member meetings will be held at the following address, or any other location that the Members may from time to time designate: the Principal Office, 2612 Eagle St, Anchorage, AK 99503 as agreed by members.
- 30. Any impending Member meeting will require 3 days notice be given to all Members.
- 31.A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.
- 32.Regular Member meetings will be held according to the following schedule: Monthly.
- 33. There must be at least 51.00% of the Members present at a meeting for any decisions to be binding. <u>Admission of New Members</u>
- 34.A new Member may only be admitted to the Company with a unanimous vote of the existing DEC 1 9 2016

ALCOHOL MARIJUANA

35.In addition to the required vote of existing Members the following conditions must be satisfied:

New Members will only be admitted by majority vote if the Company is in financial difficulty as determined by existing Members.

- 36.The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members. **Voluntary Withdrawal of a Member**
- 37.No Member may voluntarily withdraw from the Company for a period of 12 months from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Operating Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least 90 days prior to withdrawal.
- 38. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
- 39.It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal. <u>Involuntary Withdrawal of a Member</u>
- 40.Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has wilfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
- 41. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company. <u>Dissociation of a Member</u>
- 42.In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members

elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement.

- 43.In the event the remaining Members are unwilling or unable to purchase the interest of the Dissociated Member due to a voluntary or involuntary withdrawal from the Company then the Members will submit to mediation and, if necessary, binding arbitration for a final resolution. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
- 44. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
- 45.On any purchase and sale resulting from the voluntary or involuntary dissociation of a Member, a dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Buyout Agreement

46.In the event of a Member's interest in the Company becoming for sale, due to any reason, the remaining Members of the Company have a right of first purchase on the interest. The value of the interest in the Company will be determined as outlined in the Valuation of Interest section of this Agreement.

Assignment of Interest

47.A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party.

ALCOHOL MARIJUAN

48.In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

- 49.In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting procedures. This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their profit and loss share in the Company, less any outstanding liabilities a Member may have to the Company. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
- 50.No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation. Dissolution
- 51. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
- 52. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - 1. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - 2. in satisfaction of Company obligations to current Members to pay debts; and
 - 3. to the Members in proportion to their profit and loss share in the Company.
- 53. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the Members in proportion to the profit and loss share of each Member as set out in this Agreement. DEC 1 9 2016

Records

54. The Company will at all times maintain accurate records of the following: HOL MARIJUANA

1. Information regarding the status of the business and the financial condition of the Company.

- 2. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).
- 3. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
- 4. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
- 5. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
- 55.Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

56.Accurate and complete books of account of the transactions of the Company will be kept and at all reasonable times be available and open to inspection and examination by any Member. The Books of Account will be kept on the cash basis method of accounting.

Banking and Company Funds

57. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Members as agreed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

<u>Audit</u>

58. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Fiscal Year End

59. The fiscal year end of the Company is the 1st day of January. Tax Treatment



60. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income

Tax.

Tax Matters Partner

- 61. The tax matters partner will be James Millhouse, (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members deem advisable.
- 62.A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

- 63.As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
 - 1. A copy of the Company's federal income tax returns for that fiscal year.
 - 2. Supporting income statement.
 - 3. A balance sheet.
 - 4. A cash flow statement.
 - 5. A breakdown of the profit and loss attributable to each Member.

Goodwill

64. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures.

Governing Law

- 65. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. DEC 1 9 2016 <u>Mediation and Arbitration</u>
- 66.In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any

statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska.

Force Majeure

67.A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

- 68.No Member may do any act in contravention of this Agreement.
- 69. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
- 70.No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
- 71.No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
- 72.No Member may confess a judgment against the Company.
- 73. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members. Indemnification
- 74.All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement. RECEIVED

Liability

DEC 1 9 2016 75.A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing. **Liability Insurance**

76. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

77. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

- 78.Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:
 - 1. Incurring Company liabilities over \$25,000.00.
 - 2. Incurring a single transaction expense over \$1,000.00.
 - 3. The sale of any Company asset with a fair market value over \$1,000.00.
 - 4. Hiring an employee with an annual compensation over \$12,500.00.
 - 5. Firing any employee.
 - 6. Assignment of ownership rights of Company property.
 - 7. Endangering the ownership or possession of Company property.
 - 8. Assignment of check signing authority.
 - 9. Releasing any Company claim except for payment in full.

Amendment of Operating Agreement

79.No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all the Members.

Title to Company Property

- 80.Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part. <u>Miscellaneous</u>
- 81. Time is of the essence in this Agreement.
- 82. This Agreement may be executed in counterparts.
- 83.Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
- 84.If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 85. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
- 86. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
- 87. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
- 88.All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.
 <u>Additional Terms</u>

89.If a Partner decides to leave the company the partner is required to sell their percentage in the company back to the Managing Partner.
Definitions
Definitions
Definitions

90.For the purpose of this Agreement, the following terms are defined as follows:

- 1. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
- 2. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
- 3. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.
- 4. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
- 5. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- 6. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- 7. "Voting Members" means the Members who belong to a Membership class that has voting power.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and 22nd day of April, 2016.

SIGNED, SEALED, AND DELIVERED

in the presence of:

Witness: (Sign) Witness Name: DM

SIGNED, SEALED, AND DELIVERED

in the presence of:

Witness Name:

James Millhouse (Member)



Millous

Troy Millhouse (Member)



Cover Sheet for Marijuana Establishment Applications

What is this form?

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Section 1 – Establishment Information

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

Alaska Marijuana Control Board

Licensee:	AKGLD, LLC	License N	Number:	10933	
License Type:	Retail Marijuana Store				50 (to ye)
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT				
Physical Address:	407 E. Northern Lights Blvd				
City:	Anchorage	State:	AK	Zip Code:	99503
Designated Licensee:	James Millhouse				
Email Address:	akgreenlight@yahoo.com	data a constitution of the second			

Section 2 - Attached Items

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

Attached Items:	Food Safety Permit (DHHS) Receipt - Alaska's Green Light District
	RECEIVED OCT 1 1 2016 ALCOHOL MARIJUANA CONTROL OFFICE STATE OF ALASKA

	OFFICE USE ONLY		
Received Date:	Payment Submitted Y/N:	Transaction #:	

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Name of Owner:	Millhouse and Troy Millhou						
Address:	nern Lights Bldv	56	City: Anchorage	State:	aska ZI	P: 99503	
Email: akgreenlight@	yahoo.com		Phone Number:	907-351-66	599		
	ARO	CHITECT/EN	GINEER INFORM	IATION			
Applicant Name: Jam	es Millhouse and Troy Millh	ouse	Contact Person:	Dave Hey	/nen		
Applicant Mailing Address	1		City:	State:	ZI	P: 99503	
Email:	407 E. Northern Light	S DIVU	Anchorage Phone Number:	Alaska	l		
daveh@lcgak.cor		OOD OPERA	TION INFORMA	907-947-2332			- CALLER CREWERS
Hours/Days of Operation	2 million and a second s	and the second	Type of Service (cl	and the second	Employee		
Sun: 9am - 5pm	2000 SF		that apply)	ICCAIL	Max per sl		
Mon: 9am - 8pm			□ Off-site consum	otion	· · · · · · · · · · · · · · ·		-
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Wed: 9am - 8pm Thurs: 9am - 8pm			Single-use uten:	sils			
☑ Fri: 9am - 8pm	3	:	🛛 Multi-use utensi	ls	-		
☑ Sat: 9am - 8pm			Other:				
Designated Point of	Contact for que	stions or add	litional needed	informa	tion:		
Name: James Millhouse Phone Number: 90	07-351-6699				R	ECEIV	/ED
						OCT 1 1 2	2016
The following documents	must be submitted a	along with this a	pplication:		ALCOHO	L MAREJUANA CO STATE OF ALA	NTROL OFFICE
Proposed list of marijuan	a consumables, conc	centrates and be	verages to be offered	d			
 Plans must be cle The floor plan must 	early drawn to scale ((minimum 11 x 3	14 inches in size) an	d include t	hese items	below:	
trash area. Inclu	de location of any ou	tside equipment	ms, office, employee t or facilities (dumps	sters, well,	septic syst	em-if applica	ng, janitorial and ble).
Provide equipme	nt layout and specifi	cations, clearly 1	numbered and cross	-keyed wit	h the equi	oment list.	

Appendix A	230	CA
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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:	AKGLD, LLC	License	Number:	10933	3
License Type:	Retail Marijuana Store				
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT				
Premises Address:	407 E. Northern Lights Blvd	- 19 19 4			
City:	Anchorage	State:	ALASKA	ZIP:	99503

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	James Millhouse	
Title:	Owner	

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

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

0

No

Yes

STATE OF ALASKA

If "Yes", which license numbers (for existing licenses) and license types do 10293 - Standard Marijuana Cultivation Facility	you own or plan to own?
10864 - Retail Marijuana Store	RECEIVED
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orm MJ-00] (rev 02/05/2016)	ALCOHOL MAREJUANA CONTROL OFFICE Page 1 of 3

[Form MJ-00] (rev 02/05/2016)



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:

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.

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

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

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.

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.

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.

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).

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

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.

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.

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

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.

[Form MJ-00] (rev 02/05/2016)



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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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 <u>retail marijuana store</u>, a <u>marijuana</u> <u>cultivation facility</u>, or a <u>marijuana products manufacturing facility</u> license:

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

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Initials

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.

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Signature of licensee

Subscribed and sworn to before me this 10^{40} day of _______

Notary Public in and for th

My commission expires: 01 29 2019







> ALCOHOL MARIJUANA CONTROL PARE 1 of 3 STATE OF ALASKA

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 <u>by each proposed licensee</u> (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:	AKGLD, LLC	License	Number:	10933	3
License Type:	Retail Marijuana Store				
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT				
Premises Address:	407 E. Northern Lights Blvd				
City:	Anchorage	State:	ALASKA	ZIP:	99503

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Troy Millhouse	
Title:	Owner	

Section 3 – Other Licenses

JW	nership 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?	0	\bigcirc
	If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own? 10293 - Standard Marijuana Cultivation Facility 10864 - Retail Marijuana Store		
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[Form MJ-00] (rev 02/05/2016)



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

Section 4 – Certifications

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

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.

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

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

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.

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.

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.

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).

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

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.

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.

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

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.	RECEIVED
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[Form MJ-00]	(rev 02/05/2016)
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Page 2 of 3



Initials

Alaska Marijuana Control Board Form MJ-00: Application Certifications

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

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.

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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.

Millous

Signature of licensee

Subscribed and sworn to before me this 10th day of 0ctober



My commission expires:





ALCOHOL MARIJUANA CONTROL OFFICE STATE OF ALASKA

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:	AKGLD, LLC	License	Number:	10933	
License Type:	Retail Marijuana Store			1	
Doing Business As:	ALASKA'S GREEN LIGHT DISTRIC	Т			
Premises Address:	407 E. Northern Lights Blvd				
City:	Anchorage	State:	ALASKA	ZIP:	99503
Mailing Address:	407 E. Northern Lights Blvd				
City:	Anchorage	State:	ALAS	ZIP:	99503
Primary Contact:	James Millhouse				· · · · · · · · · · · · · · · · · · ·
Main Phone:	907-351-6699	Cell Phone:	907-351	-6699	
Email:	akgreenlight@yahoo.com	I	RE	CEI	VED
n MJ-01] (rev 02/12/2016)		00		2016 Page 1 of



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:

There will be clear and legible signage indicating all restricted access areas. Surveillance camera's will be monitoring all areas of the facility including restricted access areas. All doors will have commercial grade locks. All employees will have ID Badges.

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

All visitors are required to show ID's indicating that said person is 21 years of age or older. All Visitors will be required to wear a visitor indication badge before entering any restricted access areas. Visitors will be escorted at all times by a licensee, employee, or agent of the marijuana establishment. All visitors will be required to log their name, date & time into a recorded log that will be maintained by a licensee, employee, or agent of ALASKA'S GREEN LIGHT DISTRCT.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Any licensee, employee, or agent of ALASKA'S GREEN LIGHT DISTRICT will record the name, date & time of any visitors that enters any restricted access area. All recored documentation will be housed by a cloud based service off-site to insure a back-up record.

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

See attachment.





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:

ALASKA'S GREEN LIGHT DISTRICT will have halogen flood lights installed on exterior of building to cover 20ft from all entrances. As a backup the exterior camera's will include IR capabilities incase lighting fails.

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

A central station monitored 2gig cellular alarm system with back up battery power, two-way voice response and audible siren will be active at the premise at all times.

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:

Tamper monitored contacts will be mounted on all exterior doors and windows. In addition, interior motion detectors and glass-break detectors will be mounted within the premise to ensure further security. After completion of the closing procedures, the alarm system will be activated to the away mode. If any of the sensors are breached, the audible siren is set off and the central monitoring station alerts the licensee and dispatches the local law enforcement agency.

[Form MJ-01] (rev 02/12/2016)

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

All Marijuana and Marijuana products will be inventoried before the start and end of business each day to ensure all Marijuana products are accounted for per the AMCO Tracking system. All marijuana will be stored in a restricted access area, which will also be accompanied by surveillance. Surveillance camera's will have complete coverage of all areas where Marijuana is be stored/grown/manufactured. Employees will also be required to sign an employment compliance document before employment start date.

Describe your policies and procedures for preventing loitering:

ALASKA'S GREEN LIGHT DISTRICT will provide clear and legible signage indicating, "No Loitering". Designated security personel will be doing routine premises checks to prevent loitering.

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:

Motion detection alerts will be programed into the car unauthorized activity.	mera system to send visual notification of				
After close of business interior motion detectors and Employees are provided with a remote panic button t duress.	glass break detectors will be activated. hat activates the alarm system if under				
All video cameras will be equipped with infrared capabilities to allow for clear viewing during low or no-light conditions.					
iow of the light conditions.	RECEIVED				
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STATE OF ALASKA



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:

Unauthorized activity triggers the audible alarm system and connects the personnel from the 24-hour central monitoring station to verify over the 2-way security panel if anyone is present, who is present, and verify if they are a registered agent of the premise with the security questions. If it is an authorized employee, the central monitoring station will ask for name and password for verification. If the employee gives an acceptable answer the police dispatch will be canceled. If the reply to the central monitoring station does not meet criteria, the police dispatch will continue. The authorized employee will be notified and directed to the premise to follow the protocol directed by the police. Before the authorized employee leaves, an inspection of the entire premise will be executed and verify no marijuana product was compromised. If so, after all issues are resolved, the authorized employee will arm the system.

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	0	
Both the interior and exterior of each entrance to the facility	0	
Each point of sale area	0	
Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	0	
Clearly and accurately displays the time and date	0	\Box
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	0	
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[Form MJ-01] (rev 02/12/2016) ALCOHOL MARIJUANA CONTROL OF STATE OF ALASKA		Page 6 of 19



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:

A video surveillance and camera recording system will be installed in and around the marijuana cultivation & retail facility. A camera will be placed:

In view of each restricted access area and each entrance to a restricted access area.

In view of each entrance to the exterior of the licensed premises.

In view of the area where marijuana waste is processed.

In view of each point-of-sale area.

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: Video surveillance recording equipment and records will be housed and stored within the manager's office which restricts access with a commercial grade, non-residential door lock with key-code entry, for which, only the manager will be able to access. Within this room, all video surveillance recordings will be secured in a locked metal cabinet.

Location	of Surveillance Equipment and Video Surveillance Records:	Yes	No
Su	urveillance room or area is clearly defined on the premises diagram	0	
	urveillance recording equipment and video surveillance records are housed in a designated, locked, nd secure area or in a lock box, cabinet, closet or other secure area	0	\bigcirc
	urveillance recording equipment access is limited to a marijuana establishment licensee or authorized mployee, and to law enforcement personnel including an agent of the board OCT 1 1 2016	0	
Vi	ideo surveillance records are stored off-site	O	D



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	0	
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	0	
The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises	0	D
Records related to advertising and marketing	0	
A current diagram of the licensed premises including each restricted access area	0	\Box
A log recording the name, and date and time of entry of each visitor permitted into a restricted access area	0	
All records normally retained for tax purposes	0	D
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	0	
Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f) RECEIVED OCT 1 1 2016 ALCOHOL MARIJUANA CONTROL OFFICE	0	Ø



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 video surveillance recordings will be automatically backed up in case of primary hard drive failure to ensure over 40 days of recording. In addition, all required records are electronically secured on the firewall protected server and backed up.

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ALCOHOL MARIJUANA CONTROL OFFICE



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	0	
All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745	0	
Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sha information with the system the board implements: ALASKA'S GREEN LIGHT DISTRICT will be using the Franwell Marijuana Enforcer Tracking Reporting & Compliance (METRC) inventory tracking system.	nent VED 2016	



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 Hander 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	0	
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	0	
Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that that the that person's marijuana handler permit card is valid and has not expired	0	
Describe how your establishment will meet the requirements for employee qualifications and training: Each licensee, employee, or agent within ALASKA'S GREEN LIGHT DISTRICT will be required to have a current Marijuana Handler permit on or before the start date of employment. Admin will run a monthly report to verify that all employees continue to h current handlers training and permits.		
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Yes

No

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

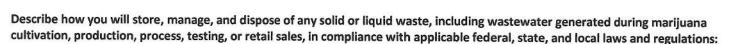
Section 5 - Waste Disposal

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:

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



All marijuana waste will be store in designated waste receptacles inside of a restricted access zone. The marijuana waste will be ground up and than cardboard and/or paper products will be shredded and mixed at a 1:1 ratio with the marijuana waste before deeming it unusable. Final waste mixture will be stored in a locking dumpster until picked up by a local waste disposal service.

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

Cardboard and Paper waste will be used to make the Marijuana waste unusable. It will be mixed at a 1:1 ratio per requirement under 3 AAC 306.740.





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:

Marijuana waste will be ground up and than cardboard and/or paper products will be shredded and mixed at a 1:1 ratio with the marijuana waste before deeming it unusable.





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:	Y	es	No
The marijuana establishment from which a shipment of marijuana or marijuana product origin ensure that any individual transporting marijuana shall have a marijuana handler permit requi 3 AAC 306.700		0	D
The marijuana establishment that originates the transport of any marijuana or marijuana prod use the marijuana inventory tracking system to record the type, amount, and weight of mariju marijuana product being transported, the name of the transporter, the time of departure and delivery, and the make, model, and license plate number of the transporting vehicle	ana or	0	
The marijuana establishment that originates the transport of any marijuana or marijuana prod ensure that a complete printed transport manifest on a form prescribed by the board must be the marijuana or marijuana product at all times during transport		0	
During transport, any marijuana or marijuana product will be in a sealed package or container locked, safe, and secure storage compartment in the vehicle transporting the marijuana or ma product, and the sealed package will not be opened during transport		0	D
Any vehicle transporting marijuana or marijuana product will travel directly from the shipping establishment to the receiving marijuana establishment, and will not make any unnecessary st between except to deliver or pick up marijuana or marijuana product at any other licensed ma establishment	ops in	0	D
When the marijuana establishment receives marijuana or marijuana product from another lice marijuana establishment, the recipient of the shipment will use the marijuana inventory tracki to report the type, amount, and weight of marijuana or marijuana product received		0	
The marijuana establishment will refuse to accept any shipment of marijuana or marijuana pro is not accompanied by the transport manifest	L	0	
[Form MJ-01] (rev 02/12/2016)	2016	Page	14 of 19

ALCOHOL MAREJUANA CONTROL OFFICE



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:

ALASKA'S GREEN LIGHT DISTRICT will have all Marijuana products sealed in up to 5lb tamper proof containers. The containers will be sealed with a tamper proof sticker that both parties will sign verifying the Marijuana products have not been tampered with. All containers will have the required framell tags and the associated manifest for delivery including turn-by-turn driving directions to the delivery location.

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

ALASKA'S GREEN LIGHT DISTRICT will be using a security grade tamper proof lock-box to ensure a safe delivery to it's final destination.





1

Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 <u>marijuana.licensing@alaska.gov</u> <u>https://www.commerce.alaska.gov/web/amco</u> Phone: 907.269.0350

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:

Alaska's Green Light District will have two 4608 square inch signs on the front of the building, which is below the max limit of 3 and is under 4800 square inches set by 3 AAC 306.360. This is in addition to the required 12in*12in signage out front of the retail facility that says "No one under 21 years of age allowed".

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	0	
Promotes excessive consumption	0	\square
Represents that the use of marijuana has curative or therapeutic effects	0	\Box
Depicts a person under the age of 21 consuming marijuana	0	\bigcirc
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	E D 116	
Form MJ-01] (rev 02/12/2016) STATE OF ALASK	A Pa	ge 16 of 19



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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 \mathbf{O} 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)





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:

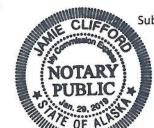
All persons attempting access to ALASKA'S GREEN LIGHT DISTRICT will be required to show proof of age at entrance. No persons under the age of 21 will be allowed to enter. We will be using an age verification scanner at the POS to provide a secondary check. We will have a designated on-site security personnel as an additional safety and compliance measure.

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

James Millhouse

Printed name



Subscribed and sworn to before me this _____ day of

Notary Public in and for the State of Alaska.

My commission expires:

[Form MJ-01] (rev 02/12/2016)

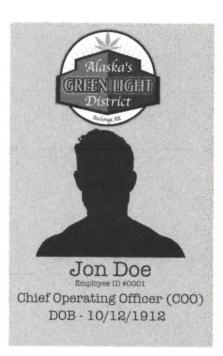


Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):





. .





Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store 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 3 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 306.315(2).

What additional information is required for retail stores?

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

- Prohibitions
- On-site consumption
- Displays and sales
- Exit packaging and labeling
- Security

This form must be submitted to AMCO's main office before any retail marijuana store 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:	AKGLD, LLC	License Numbe	r: 10933	}.
License Type:	Retail Marijuana Store			
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT			
Premises Address:	407 E. Northern Lights Blvd			
City:	Anchorage	State: ALAS	KA ZIP:	99503



Alaska Marijuana Control Board https Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

Section 2 – Prohibitions		
Applicants should review 3 AAC 306.310 and be able to answer "Agree" to all items below.		
The retail marijuana store will not:	Agree	Disagree
Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355	0	
Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet	0	\Box
Offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample	0	\square
Offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation	0	\bigcirc
Allow a person to consume marijuana or a marijuana product on the licensed premises, except as provided in 3 AAC 306.305(a)(4)	$oldsymbol{O}$	\bigcirc

Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

Each licensee, employee, or agent of ALASKA'S GREEN LIGHT DISTRICT will go through the Marijuana Handlers certification to insure compliance and protect the safety of the consumer by eliminating anyone who is under the influence of alcohol, inhalant and/or controlled substance from purchasing Marijuana or Marijuana products.





Alaska Marijuana Control Board https: Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

Section 3 – On-site Consumption

Yes No

Do you plan to request approval of the board with your initial application to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

If "Yes", describe how you ensure that only marijuana or marijuana products that were purchased at your proposed premises are being consumed, per 3 AAC 306.305(a)(4):

Section 4 - Displays and Sales

Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

All Marijuana and Marijuana products will be displayed in lockable display cases. Any licensee, employee, or agent of ALASKA'S GREEN LIGHT DISTRICT will have access to designated marijuana in child-resistant display jars to showcase to potential customers. Once a customer chooses their product for purchase a licensee, employee, or agent of ALASKA'S GREEN LIGHT DISTRICT will check for appropriate identification and either weigh appropriate amount of goods for the sale or use pre-weighed and pre-packaged items to provide to the customer. All purchased Marijuana and Marijuana Products will be placed in an opaque, resealable, child-resistant packaging before the customer leaves the store. All products within that purchase will have labeling provided by either the originating licensed cultivation company or AKGLD, LLC. The label will include the logo, store name, license number, THC levels (levels provided by a licensed Marijuana Testing Facility), and all warning statements required under 3 AAC 306.345.

2016



Alaska Marijuana Control Board https Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

Section 5 - Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345, and identify how the proposed establishment will meet the listed requirements.

Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

ALASKA'S GREEN LIGHT DISTRICT will package all purchased Marijuana and Marijuana Products in an opaque, resealable, child-resistant packaging before the customer leaves the store. All products within that purchase will have labeling provided by either the originating licensed cultivation company or AKGLD, LLC. The label will include the logo, store name, license number, THC levels (levels provided by a licensed Marijuana Testing Facility), and all warning statements required under 3 AAC 306.345.

Provide a sample label that the retail marijuana store will use to meet the labeling requirements under 3 AAC 306.645(b):

See attachment.



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



Alaska Marijuana Control Board

Anchorage, AK 99501 <u>marijuana.licensing@alaska.gov</u> <u>https://www.commerce.alaska.gov/web/amco</u> Phone: 907.269.0350

Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

Section 6 - Security

Identification Requirement to Prevent Sale to Person Under 21 (3 AAC 306.350):

Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, per 3 AAC 306.350(a):

Each licensee, employee, or agent within Alaska's Green Light District will verify a person purchasing Marijuana or Marijuana products have one of the following forms of identification proving they are 21 years of age or older. Identification has to be unexpired and unaltered with a photograph included. 1) Passport

2) Driver's License

3) Instruction Permit

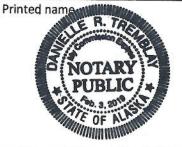
4) Identification card of any state or territory of the United States, the District of Columbia, or a province or territory of Canada.

5) Identification card issued by a federal or state agency authorized to issue a driver's license or identification card.

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

James Millhouse



Subscribed and sworn to before me this day of De

Notary Public in and for the State of Alaska

DFC 1 9 2016

My commission expires: 02 0り 2011

[Form MJ-03] (rev 02/12/2016)



Alaska Marijuana Control Board https Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

(Additional Space as Needed):



EXAMPLE - PRODUCT LABEL

b = x

Alaska's GREEN LIGHT District Pachonage, PAN Liscence No.	Strain: THC%:	/Grams Indica Sativa Hybrid
"Marijuana has intoxication effects a concentration, coordination and judg influence. There are health risks ass adults twenty-one and older. Keep o women who are pregnant or breast f	gement. Do not operate a vel ociated with consumption of ut of the reach of children. M	hicle or machinery under its





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:	AKGLD, LLC	License	Number:	10933	3
License Type:	Retail Marijuana Store				
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT				
Premises Address:	407 E. Northern Lights Blvd				
City:	Anchorage	State:	ALASKA	ZIP:	99503

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:

8/30/10	(

8/30/16	9/13/16	
Start Date:	End Date:	
	Carrs - 1340 Gambell St, Anchorage, AK 99501	
Other conchiguous locativ		

er conspicuous location:

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 by day of DCtoper 2010
STUE CLIFFOR	Subscribed and sworn to before me this 10^{-} day of 0^{-}
NOTARY PUBLIC *	Notary Public in and for the State of Alaska
20, 20, 20, 20 4/E OF ALAS	My commission expires: 01 29 2019
[Form MJ-07] (rev 02/02/2016)	ALCOHOL MARIJUANA CONTROL OFFICE Page 1 of 1



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:	AKGLD, LLC	License	Number:	10933	3
License Type:	Retail Marijuana Store		19.972 - C.1964.		
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT	and taken			
Premises Address:	407 E. Northern Lights Blvd				
City:	Anchorage	State:	ALASKA	ZIP:	99503

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):

Anchorage Muni

Local Government:

Midtown Community Council

	8/30/16
Date Submitted:	
	5/11/16
Date Submitted:	

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 day of October	, 20 <u>10</u>
NOTARY PUBLIC *	RECEIVED Notary Public in and for t	he State of Alaska.
E OF ALA	OCT 1 1 2016My commission expires:	29/2019
[Form MJ-08] (rev 02/02/2016)	ALCOHOL MARIJUANA CONTROL OFFICE	Page 1 of 1



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 <u>by each proposed licensee or affiliate</u> 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:	AKGLD, LLC	License Number:		10933	3
License Type:	RETAIL MARIJUANA STORE	- I		I	
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT		- 011	0.4.4	
Premises Address:	407 E. Northern Lights Blvd		1838 S 1948		
City:	ANCHORAGE	State:	ALASKA	ZIP:	99503

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	James Millhouse	
Title:	Owner	
SSN:		





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.

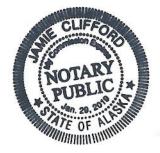
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee/affiliate

Subscribed and sworn to before me this <u>U</u> day

ctober day of Notary Public in and for the State of Alaska.

My commission expires: 01/29/2019







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:	AKGLD, LLC	License N	lumber:	10933	3
License Type:	RETAIL MARIJUANA STORE	-4	l		
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT		12-110-		
Premises Address:	407 E. Northern Lights Blvd	1		*****	·····
City:	ANCHORAGE	State:	ALASKA	ZIP:	99503

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	TROY MILLHOUSE	
Title:	OWNER	
SSN:		
		DECEIVED
		RIE 0 1 2016

ALCOHOL MARIJU



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.

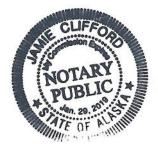
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee/affiliate

Subscribed and sworn to before me this 10th day of 0ctober

Notary Public in and for the State of Alaska.

My commission expires: 01/29/2019





Alcohol & Marijuana Control Office

License Number: 10933

License Status: New

License Type: Retail Marijuana Store Doing Business As: ALASKA'S GREEN LIGHT DISTRICT Business License Number: 1035952 Designated Licensee: James Millhouse Email Address: akgreenlight@yahoo.com Local Government: Anchorage (Municipality of) Community Council: Midtown Latitude, Longitude: 61.195000, -149.875000 Physical Address: 407 E. Northern Lights Blvd Anchorage, AK 99503 UNITED STATES

Owner #1

Licensee Type: Entity

Alaska Entity Number: 10037905

Alaska Entity Name: AKGLD, LLC

Phone Number: 907-351-6699

Email Address: akgreenlight@yahoo.com

Mailing Address: 407 E Northern Lights BLVD Anchorage, AK 99503 UNITED STATES

Affiliate #2

Licensee Type: Individual

Name: Troy Millhouse



Date of Birth:

Phone Number: 907-229-6783

Email Address: bigdaddyfuzzy@yahoo.com

Mailing Address: 407 E Northern Lights Blvd Anchorage, AK 99503 UNITED STATES Affiliate #1

Licensee Type: Individual

Name: James Millhouse

SSN:

Date of Birth:

Phone Number: 907-351-6699

Email Address: akgreenlight@yahoo.com

Mailing Address: 407 E Northern Lights Blvd Anchorage, AK 99503 UNITED STATES



Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet <u>must</u> 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.

Alaska Marijuana Control Board

Licensee:	AKGLD, LLC	License Number: 10			10933	
License Type:	Retail Marijuana Store					
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT					
Physical Address:	407 E. Northern Lights Blvd					
City:	Anchorage	State:	AK	Zip Code:	99503	
Designated Licensee:	James Millhouse				J	
Email Address:	akgreenlight@yahoo.com					

Section 2 - Attached Items

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

Attached Items:	Proof of Possession - Lease
	DCT 1 1 2016 ALCOHOL MARIJUANA CONTROL OFFICE

	OFFICE USE ONLY		
Received Date:	Payment Submitted Y/N:	Transaction #:	

Basic Lease Provisions

Date: 9-16-16

Landlord: Dennis Milihouse

Address of Landlord: 407 E. Northern Lights Bivd, Anchorage, AK 99503

Tenant: _____ AKGLD, LLC

Leased Premises: 407 E. Northern Lights Blvd, Anchorage, AK 99503

Fixed Rent: \$2500 per month

Rent is due and payable on the 1st day of each calendar month. Rent is late after the 5th day of the month.

Landlord provides trash pick-up and snow removal. Tenant provides all other utilities in Tenant's name.

Insurance: Tenant will keep in full force and effect, a policy of public liability and property damage insurance with respect to the premises and the operations of Tenant. A copy of the certificate of insurance shall be delivered to Landlord within 30 days of the start of this lease. Said policy shall name Landlord as an additional insured.

No subletting without the prior written approval of Landlord.

Property Use: Landlord is aware that property will be used for a Retail Marijuana Store by AKGLD, LLC.

Amount Due on Signing: \$5000 (first months rent + security deposit)

Landlord's Signature	Denn	min	ho Date:	9-,	16-16	
Tenant's Signature: _	the .	min	Date:	9-1	16-16	_
Representative of AK	GLD, LLC	Signature:	her	-	Date:	-1616



From:	Marijuana Licensing (CED sponsored)
To:	<u>"akgreenlight@yahoo.com"</u>
Cc:	Marijuana Licensing (CED sponsored)
Subject:	Marijuana License Application #10933 Alaska"s Green Light District *Incomplete Letter*
Date:	Tuesday, December 06, 2016 12:17:00 PM
Attachments:	10933 Incomplete Application Letter.pdf

Hello,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. Please read the attached letter regarding items that need to be corrected and/or resubmitted in order to deem the application complete.

Please let me know if you have any questions.

Thank you, Christina Thibodeaux Business Registration Examiner | Dept. of Commerce, Community and Economic Development | Alcohol and Marijuana Control Office 550 W. 7th Ave. Ste. 1600 Anchorage, AK 99501 | 907.754.3588 |

Please consider the environment before printing this e-mail.

Less paper is better for us and our environment.





Department of Commerce, Community, and Economic Development

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

December 6, 2016

AKGLD, LLC DBA: Alaska's Green Light District

Via email: <a>akgreenlight@yahoo.com

Re: Retail Marijuana Store License Application #10933

Dear Applicant,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

- MJ-01 Operating Plan
 - o Page 12, box 1
 - The description provided is not adequate please expand upon your answer and describe how you will store, manage and dispose of any solid or liquid waste in compliance with 3 AAC 306.740
 - o Page 13
 - Per 3 AAC 306.740(d) the marijuana plant waste must be made unusable by grinding the marijuana plant waste before mixing it with other materials
- MJ-02 Premises Diagram
 - Please clearly delineate the outer boundaries of the proposed licensed premises by outlining in another color
 - When an AMCO investigator is looking at your diagram, it should be very clear what areas will be the "licensed premises" as defined in 3 AAC 306.990(23) and what areas will not be licensed premises.
 - If your proposed premises is located within a building or complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or complex, along with the addresses and/or suite #'s of the other businesses and/or tenants within the building or complex
 - o Is the product display labeled "8" for display purposes only?
 - Per 3 AAC 306.325(c) and 306.710 any part of the licensed premises where marijuana or a marijuana product is grown, processed, tested, stored, stocked for sale or dispensed for sale should be in a restricted access area

- MJ-03 Retail Supplemental Operating Plan
 - o Page 5
 - Your description mentions AK Fuzzy Budz, but your business name is Alaska's Green Light District
- Entity Documents
 - Per 3 AAC 306.020(b)(3)(B) the Limited Liability Company agreement is a required document – also called an LLC Operating Agreement

Please note per 3 AAC 306.025(f) you must make these corrections and submit these items to complete your application not later than 90 days after the date of this notice. If you fail to complete your application during the 90 day period after this notice, you will be required to file a new application and pay a new application filing fee to obtain a marijuana establishment license.

Sincerely, Cynthia Franklin, Director marijuana.licensing@alaska.gov





Department of Commerce, Community, and Economic Development

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

December 6, 2016

AKGLD, LLC DBA: Alaska's Green Light District

Via email: <a>akgreenlight@yahoo.com

Re: Retail Marijuana Store License Application #10933

Dear Applicant,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

- MJ-01 Operating Plan
 - o Page 12, box 1
 - The description provided is not adequate please expand upon your answer and describe how you will store, manage and dispose of any solid or liquid waste in compliance with 3 AAC 306.740
 - o Page 13
 - Per 3 AAC 306.740(d) the marijuana plant waste must be made unusable by grinding the marijuana plant waste before mixing it with other materials
- MJ-02 Premises Diagram
 - Please clearly delineate the outer boundaries of the proposed licensed premises by outlining in another color
 - When an AMCO investigator is looking at your diagram, it should be very clear what areas will be the "licensed premises" as defined in 3 AAC 306.990(23) and what areas will not be licensed premises.
 - O If your proposed premises is located within a building or complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or complex, along with the addresses and/or suite #'s of the other businesses and/or tenants within the building or complex
 - o Is the product display labeled "8" for display purposes only?
 - Per 3 AAC 306.325(c) and 306.710 any part of the licensed premises where marijuana or a marijuana product is grown, processed, tested, stored, stocked for sale or dispensed for sale should be in a restricted access area

- MJ-03 Retail Supplemental Operating Plan
 - o Page 5
 - Your description mentions AK Fuzzy Budz, but your business name is Alaska's Green Light District
- Entity Documents
 - Per 3 AAC 306.020(b)(3)(B) the Limited Liability Company agreement is a required document – also called an LLC Operating Agreement – has no effective date or signatures

Please note per 3 AAC 306.025(f) you must make these corrections and submit these items to complete your application not later than 90 days after the date of this notice. If you fail to complete your application during the 90 day period after this notice, you will be required to file a new application and pay a new application filing fee to obtain a marijuana establishment license.

Sincerely, Cynthia Franklin, Director marijuana.licensing@alaska.gov



Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet <u>must</u> 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.

Alaska Marijuana Control Board

Licensee:	AKGLD, LLC	License Number: 10			10933	
License Type:	Retail Marijuana Store	na Store				
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT	· · · · · · · · · · · · · · · · · · ·				
Physical Address:	407 E. Northern Lights Blvd					
City:	Anchorage	State:	AK	Zip Code:	99503	
Designated Licensee:	James Millhouse					
Email Address:	akgreenlight@yahoo.com					

Section 2 - Attached Items

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

Attached Items:	Publisher's Affidavit - Alaska's Green Light District	
		RECEIVED OCT 1 1 2016 ALCOHOL MAREJUANA CONTROL OFFICE STATE OF ALASKA

OFFICE USE ONLY				
Received Date:	Payment Submitted Y/N:	Transaction #:		



Anchorage Publishing, Co. 540 E. Fifth Avenue Anchorage, Alaska 99501 Phone: 561-7737 Fax: 561-7777

Application for New Marijuana Retail License

AKGLD, LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #10933, doing business as ALASKA'S GREEN LIGHT DISTRICT, located at 407 E. Northern Lights Blvd, Anchorage, AK, 99503, 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.

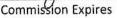
I, Zach Menzel, Sales Representative for the Anchorage Publishing, Co., verify that the New Marijuana Retail License for AK GLD appeared in the September 15th, 22nd, and 29th, 2016 issues of the Anchorage Press Newspaper.

Zach Menzel

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 29^{44} day of Sept Gn ber, 2016

Notary Public Signature

10 010











Department of Commerce, Community, and Economic Development

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

December 19, 2016

AKGLD, LLC DBA: Alaska's Green Light District VIA email: <u>akgreenlight@yahoo.com</u>

Re: Application Status for License #10933

Dear Applicant:

I have received your application for a Retail Marijuana Store. 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 will now 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 has 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. We must also wait for the criminal history check for each individual licensee based on your fingerprint card(s). 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 February 2-3, 2016 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. Please feel free to contact us through the <u>marijuana.licensing@alaska.gov</u> email address if you have any questions.

Sincerely,

Cynthia Franklin, Director - Marijuana Control Board

From:	Marijuana Licensing (CED sponsored)
То:	"akgreenlight@yahoo.com"
Cc:	Marijuana Licensing (CED sponsored)
Subject:	Marijuana License Application #10933 Alaska"s Green Light District *Complete Status*
Date:	Monday, December 19, 2016 3:48:00 PM
Attachments:	10933 Applicant Notice.pdf

Hello,

Please read the attached letter regarding your complete marijuana license application.

Thank you!! Christina Thibodeaux Business Registration Examiner | Dept. of Commerce, Community and Economic Development | Alcohol and Marijuana Control Office 550 W. 7th Ave. Ste. 1600 Anchorage, AK 99501 | 907.754.3588 |



Please consider the environment before printing this e-mail.

Less paper is better for us and our environment.

From:	Marijuana Licensing (CED sponsored)
To:	"probinson@ak.net"
Cc:	"Federation of Community Councils"
Subject:	Community Council Notification of Complete Marijuana License Application #10933 Alaska"s Green Light District
Date:	Monday, December 19, 2016 3:43:00 PM
Attachments:	10933 Midtown Community Council Notice.pdf

Hello,

Please find the attached notification of a complete marijuana license application in your area.

Thank you, AMCO Staff 907-269-0350

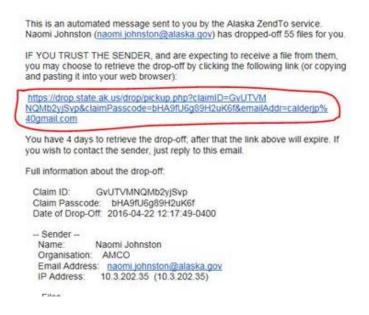
From:	AMCO Local Government Only (CED sponsored)
To:	"Miranda "Mandy" Honest (honestml@muni.org)"; Moser, Amanda K.; Jones, Barbara A.; "McConnell, Erika B."; "McLaughlin,
	Francis D."; "odellsm@muni.org"; "schoenthaltn@muni.org"
Subject:	Local Government Notification of Complete Marijuana License Application #10933 Alaska"s Green Light District
Date:	Monday, December 19, 2016 3:39:00 PM
Attachments:	10933 MOA Local Government Notice.pdf

Dear local government officials,

Please find the attached notification for a new marijuana establishment license. Direct all correspondence to <u>amco.localgovernmentonly@alaska.gov</u>. ***This application is scheduled for the February 2-3 MCB meeting***

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

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 similar to this:

	Home	Login						
--	------	-------	--	--	--	--	--	--

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".





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.

File	ename	Туре	Size	Description
13	ABCAgenda.pdf	application/pdf	472.3 KB	
0	Tab1.pdf	application/pdf	416.6 KB	
D	Tab10.pdf	application/pdf	259.1 KB	
12	Tab11.pdf	application/pdf	1.9 MB	
0	Tab12.pdf	application/pdf	1.7 MB	
13	Tab13.pdf	application/pdf	10.0 MB	
	Tab14.pdf	application/pdf	3.5 MB	
0	Tab15.pdf	application/pdf	1.4 MB	
0	Tab16.pdf	application/pdf	513.9 KB	
10	Tab17.pdf	application/pdf	812.2 KB	
120		and the other to de	CCO C IZD	

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

 Thank you,

 Christina Thibodeaux

 Business Registration Examiner | Dept. of Commerce, Community and Economic Development | Alcohol and Marijuana Control Office

 550 W. 7th Ave. Ste. 1600 Anchorage, AK 99501 | 907.754.3588 |

Please consider the environment before printing this e-mail.

Less paper is better for us and our environment.





Department of Commerce, Community, and Economic Development

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

December 19, 2016

Midtown Community Council Attn: Peggy Robinson, President VIA email: <u>probinson@ak.net</u> Cc: <u>info@communitycouncils.org</u>

License Number:	10933	
License Type:	tetail Marijuana Store	
Licensee:	KGLD, LLC	
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT	
Physical Address:	407 E. Northern Lights Blvd Anchorage, AK 99503	
Designated Licensee:	James Millhouse	
Phone Number:	907-351-6699	
Email Address:	akgreenlight@yahoo.com	

☑ New Application □ Transfer of Ownership Application □ Renewal Application □ Onsite Consumption Endorsement

3 AAC 306.025(d)(3) and (4) requires that the Director shall provide written notice to a community council or any nonprofit organization that has requested notification about pending applications for marijuana licenses.

This letter serves to provide written notice to the above referenced entities regarding the above application. Please contact the local government with jurisdiction over the proposed premises for information regarding review of this application. Comments you may have about the application should first be presented to the local government. Instructions for objections to marijuana establishment applications are located on our website at http://www.commerce.alaska.gov/web/amco.

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

Sincerely,

Cynthia Franklin, Director marijuana.licensing@alaska.gov





Department of Commerce, Community, and Economic Development

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

December 19, 2016

Municipality of Anchorage Attn: Mandy Honest Cc: Amanda Moser Barbara Jones Erika McConnell Francis Mclaughlin

VIA Email: honestml@muni.org

Cc: <u>moserak@muni.org</u> jonesbar@muni.org mcconnelleb@ci.anchorage.ak.us mclaughlinfd@muni.org odellsm@muni.org schoenthaltn@muni.org

License Number:	10933	
License Type:	etail Marijuana Store	
Licensee:	AKGLD, LLC	
Doing Business As:	ALASKA'S GREEN LIGHT DISTRICT	
Physical Address:	407 E. Northern Lights Blvd Anchorage, AK 99503	
Designated Licensee:	James Millhouse	
Phone Number:	907-351-6699	
Email Address:	akgreenlight@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,

Co tal

Cynthia Franklin, Director amco.localgovernmentonly@alaska.gov

Municipality of Anchorage



P.O. Box 196650 • Anchorage, Alaska 99519-6650 • Telephone: (907) 343-4316 • Fax: (907) 249-7533 http://www.muni.org/assembly/license

Office of the Municipal Clerk Licensing

December 20, 2016

Marijuana Control Board c/o Cynthia Franklin, Director Alcohol & Marijuana Control Office 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501

RE: Local Governing Body Action on State Marijuana License AKGLD, LLC DBA Alaska's Green Light District, #10933

Dear Ms. Franklin:

In accordance with Anchorage Municipal Code 10.80.061A., the Municipal Clerk is **protesting** the state marijuana establishment license #10933 for a marijuana retail facility, doing business as Alaska's Green Light District.

This applicant proposes to operate a marijuana establishment within the Municipality of Anchorage but does not possess all approvals needed to operate within the municipality. At this time, the applicant does not have an approved municipal marijuana license or an approved municipal special land use permit for marijuana.

The Municipal Clerk will provide written notification to you when all required approvals, including final Assembly approval, have been obtained and this protest is lifted.

Cordially,

Mandy Honest Business License Official

Concur,

mae

Amanda K. Moser Deputy Municipal Clerk

cc: Erika McConnell, Special Assistant to the OECD Director AKGLD, LLC – via email