



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

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

MEMORANDUM

TO: Marijuana Control Board DATE: January 24, 2018
FROM: Erika McConnell, Director RE: Alaskan Lovin It, LLC
#12833, Standard Cultivation Facility

This applicant was discovered to have 24 marijuana plants in their facility several weeks before their application was scheduled before the board. See attached memo from Investigator Bankowski.

This is a blatant violation of the statutes and regulations governing marijuana facilities and leads to significant concerns regarding this applicant's ability to operate in accordance with the law.

I recommend denial of this application.





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD
MARIJUANA CONTROL BOARD

550 W 7th Ave, STE 1600
Anchorage, Alaska 99501
Main: 907.269.0350
TDD: 907.465.5437
Fax: 907.334.2285

MEMORANDUM

1/12/18

To: Director McConnell

From: Joe Bankowski, Special Investigator I

RE: ALASKA LOVEN IT, LLC

On 01/11/18 AMCO Enforcement received an anonymous marijuana odor complaint regarding a prospective marijuana cultivation facility in Homer, AK identified as ALASKA LOVEN IT, LLC. The AMCO licensing database indicates this entity has been assigned license number 12833 and the current status is "complete". The physical address of the premises is 2908 Kachemak Bay Drive in Homer, AK. The designated licensee is Dan Coglianese. Janiese Stevens is listed as an affiliate.

I contacted the Homer Police Department and requested they attempt to make contact with the individuals at the address. On 01/11/18 Homer PD Lieutenant Hutt responded to the premises but did not smell the odor of marijuana at the time. He contacted Dan Coglianese who permitted entry into the facility. In essence, Coglianese said that he had 24 marijuana plants in the premises and assumed he was at a point in the process where he was permitted to do so. He later said that he may have gotten ahead of himself.

Lt. Hutt verified the presence of what appeared to be 24 vegetative marijuana plants on the top shelf of a rack system inside the premises. Photos of the plants inside the premises are attached to this memo.

Investigator J. Bankowski

A handwritten signature in black ink, appearing to read "J. Bankowski", written over a white rectangular background.









MEMORANDUM

TO: Chair and Members of the Board DATE: January 11, 2018
FROM: Erika McConnell RE: Alaska Loven It, LLC #12833
Director, Marijuana Control Board

This is an application for a Standard Marijuana Cultivation Facility in the City of Homer by Alaska Loven It, LLC DBA Alaska Loven It, LLC.

Date Application Initiated: 04/20/2017
Objection Period Ends: 12/02/2017
Date Under Review: 08/02/2017
Incomplete Letter(s) Date: 10/03/17; 10/26/17
Date Final Corrections Submitted: 11/30/2017
Determined Complete/Notices Sent: 12/18/2017
Local Government Response/Date: Pending
DEC Response/Date: N/A
Fire Marshal Response/Date: Pending
Background check status: Complete
Objection(s) Received/Date: No
Other Public Comments Received: No
Staff Questions/Issues for Board: No



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550 West 7th Avenue, Suite 1600
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Main: 907.269.0350

December 18, 2017

Alaska Loven It, LLC
DBA: Alaska Loven It, LLC
VIA email: alaskacitysupply@gmail.com

Re: Application Status for License #12833

Dear Applicant:

AMCO has received your application for a standard marijuana store. Our staff has reviewed your application after receiving your application and required fees. Your application documents appear to be in order, and it has been 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 January 24-26, 2018 (subject to change) board meeting for Marijuana Control Board consideration. The meeting agenda gets posted on our website 7 days before the board meeting. **Your appearance at the meeting, either in-person or telephonic, is mandatory.** The telephone number is 1-800-315-6338 code 69176#. Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Sincerely,

Erika McConnell

Erika McConnell, Director
907-269-0350



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

Section 1 – Establishment Information

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

Licensee:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKA LOVEN IT, LLC				
Physical Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	Zip Code:	99603
Designated Licensee:	Dan Coglianese				
Email Address:	alaskacitysupply@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>Cover letter explaining submissions Form MJ-01: Operating Plan revised 10/19/17 Form MJ-04: Cultivation Supplemental revised 10/19/17 Alaska Loven It, LLC Operating Agreement Attachment A for MJ-2 Premises Diagram - layout with camera placements</p>
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Attached Items:	Form MJ-04: Marijuana Cultivation Facility Form MJ-09: Statement of Financial Interest - Dan Coglianese
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Email Address:	alaskacitysupply@gmail.com				

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Attached Items:	Form MJ-01: Marijuana Establishment Operating Plan Proof of Possession for Proposed Premises - lease agreement
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Email Address:	alaskacitysupply@gmail.com				

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Attached Items:	Form MJ-00: Application Certifications - Dan Coglianese Form MJ-00: Application Certifications - Janiese Stevens Form MJ-02 Premise Diagram with Attachment A Form MJ-08: Local Government Notice Affidavit
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Email Address:	alaskacitysupply@gmail.com				

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Attached Items:	Entity documents - Certificate of Organization, Business license, Articles of Organization, Initial Biennial Report Form MJ-07: Public Notice Posting Affidavit Publishers Affidavit
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Attached Items:	Form MJ-07 Public Notice Posting Affidavit Form MJ-08 Local Government Notice Affidavit Publisher's Affidavit
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Attached Items:	Form MJ-04: Cultivation Supplemental revised 10/19/17
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Attached Items:	<p>Cover letter Form MJ-01: pages 2, 4, 7, 12, 13 and 19 Sample label to comply with 3 AAC 306.470 & 3 AAC 306.475 MJ-04: page 5 Newspaper ad run 11/2/17 Publisher's Affidavit for ad run on 11/2/17 Last page of signed LLC operating agreement</p>
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Email Address:	alaskacitysupply@gmail.com				

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Attached Items:	<p>Cover letter Form MJ-01: pages 2, 4, 7, 12, 13 and 19 Form MJ-02 attachment A with purple line labeled Form MJ-02 attachment B with licensed premises labeled Page of lease agreement with expiration date</p>
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Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional
Licensing

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

NAME(S)

Type	Name
Legal Name	Alaska Loven It, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10056827
Status: Good Standing
AK Formed Date: 4/20/2017
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2019
Entity Mailing Address: PO BOX 1571, HOMER, AK 99603
Entity Physical Address: 2908 KACHEMAK DRIVE, HOMER, AK 99603

REGISTERED AGENT

Agent Name: Dan Coglianese
Registered Mailing Address: PO BOX 1571, HOMER, AK 99603
Registered Physical Address: 2908 KACHEMAK DRIVE, HOMER, AK 99603

OFFICIALS

☐ Show Former

AK Entity #	Name	Titles	Owned
	Dan Coglianese	Member	50
	Janiese Stevens	Member	50

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
4/20/2017	Creation Filing	Click to View	Click to View
7/31/2017	Initial Report	Click to View	

Juneau Mailing Address

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

Physical Address

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

Phone Numbers

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

Anchorage Mailing/Physical Address

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

Phone Numbers

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



THE STATE

of **ALASKA**

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

AK Entity #: 10056827
Date Filed: 07/31/2017
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-7/31/2017 8:33:32 PM

Entity Name: Alaska Loven It, LLC
Entity Number: 10056827
Home Country: UNITED STATES

Registered Agent

Name: Dan Coglianese
Physical Address: 2908 KACHEMAK DRIVE,
HOMER, AK 99603
Mailing Address: PO BOX 1571, HOMER, AK 99603

Home State/Province: ALASKA

Entity Physical Address: 2908 KACHEMAK DRIVE, HOMER, AK 99603

Entity Mailing Address: PO BOX 1571, HOMER, AK 99603

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

Name	Address	% Owned	Titles
Janiese Stevens	PO Box 8593, Kodiak, AK 99615	50	Member
Dan Coglianese	PO Box 1571, Homer, AK 99603	50	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: Lynda Gilliland

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

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Alaska Loven It, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **April 20, 2017**.

Chris Hladick
Commissioner

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

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

This is to certify that

ALASKA LOVEN IT, LLC

PO BOX 1571 HOMER AK 99603

owned by

ALASKA LOVEN IT, LLC

is licensed by the department to conduct business for the period

April 20, 2017 through December 31, 2017

for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Chris Hladick



THE STATE

of

ALASKA

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

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-4/20/2017 5:48:45 PM

1 - Entity Name

Legal Name: Alaska Loven It, LLC

2 - Purpose

Cultivation

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Dan Coglianese

Mailing Address: PO Box 1571, Homer, AK 99603

Physical Address: 2908 Kachemak Drive, Homer, AK 99603

5 - Entity Addresses

Mailing Address: PO Box 1571, Homer, AK 99603

Physical Address: 2908 Kachemak Drive, Homer, AK 99603

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Dan Coglianese			Organizer

Name of person completing this online application

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

Name: Dan Coglianese

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
ALASKA LOVEN IT, LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “**Agreement**”) is made and entered into effective as of April 20, 2017, by and among the Persons whose signatures appear on the signature page hereof.

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Agreement shall have the meanings (unless otherwise expressly provided herein) as set forth in *Exhibit A*.

ARTICLE 2

FORMATION OF COMPANY

2.1. **Formation.** The Company was formed on April 20, 2017 when the Articles of Organization were executed and filed with the office of the Department of Commerce, Community, and Economic Development of the State of Alaska in accordance with and pursuant to the Act.

2.2. **Name.** The name of the Company is “**Alaska Loven It, LLC**”.

2.3. **Principal Place of Business.** The principal place of business of the Company shall be at:

Mailing Address: PO Box 8593, Kodiak, AK 99615

Physical Address: 326 Neva Way, Kodiak, AK 99615.

The Company may locate its places of business at any other place or places as the Members may from time to time deem advisable.

2.4. **Registered Office and Registered Agent.** The Company’s initial registered agent and the address of its initial registered office in the State of Alaska are as follows:

Name

Address

Janiese Stevens

Mailing Address:

PO Box 8593, Kodiak, AK 99615

Physical Address:

326 Neva Way, Kodiak, AK 99615

The registered office and registered agent may be changed by the Members from time to time by filing an amendment to the Articles of Organization.

2.5. **Term.** The term of the Company shall be perpetual, until the Company is dissolved in accordance with either ARTICLE 13 or the Act.

ARTICLE 3

BUSINESS OF COMPANY

3.1. **Business.** The business of the Company shall be:

3.1.1. Growing and selling marijuana and activities related thereto pursuant to a State of Alaska License (the "License");

3.1.2. To carry on any lawful business or activity approved by a Majority Interest which may be conducted by a limited liability company organized under the Act; and

3.1.3. To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act.

ARTICLE 4

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are set forth on attached *Exhibit B*, as amended or restated from time to time.

ARTICLE 5

MEMBERS' RIGHTS AND DUTIES

5.1. **Management.** Subject to ARTICLE 3 and Section 6.3 and except as otherwise expressly provided in this Agreement, the business and affairs of the Company shall be managed by the Members. Except as otherwise expressly provided in this Agreement, the Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Without limiting the generality of the foregoing, the Members shall have power and authority, on behalf of the Company (the "**Included Powers**"):

5.1.1. To acquire property from any Person as the Members may determine, and the fact that a Member is an Affiliate of such Person shall not prohibit the Members from dealing with that Person;

5.1.2. To borrow money from financial institutions, the Members, or Affiliates of the Members on such terms as the Members deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

5.1.3. To purchase liability and other insurance to protect the Company's property and business;

5.1.4. Except as provided herein, to acquire, improve, manage, charter, operate, sell, transfer, exchange, encumber, pledge or dispose of any real or personal property of the Company;

5.1.5. To invest Company funds temporarily in time deposits, short-term governmental obligations, commercial paper or other short-term investments;

5.1.6. To execute instruments and documents, including without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary to the business of the Company;

5.1.7. To employ accountants, legal counsel, managing agents and/or other professionals to perform services for the Company and to compensate them from Company funds;

5.1.8. To enter into any and all other agreements with any other Person for any purpose, in such form as the Members may approve;

5.1.9. From time to time open bank accounts in the name of the Company, and the Members shall be the sole signatory thereon, unless the Members determine otherwise; and

5.1.10. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement no employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

5.2. **Reimbursement.** The Members shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred by the Members in connection with the Company's business, including without limitation expenses incurred in the organization of the Company and the placement of the Membership Interests.

5.3. **Limitation on Liability; Indemnification.** Neither the Members nor any Affiliate of the Members shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any act or omission by any such Person performed in good faith pursuant to the authority granted to such Person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such Person to be within the scope of the authority granted to such Person and in the best interest of the Company; provided that such act or omission did not constitute fraud, misconduct, bad faith or gross negligence. The Company shall indemnify and hold harmless the Members, and each director, officer, partner, employee or agent thereof, against any liability, loss, damage, cost or expense incurred by them on behalf of the Company or in furtherance of the Company's interests without relieving any such Person of liability for fraud, misconduct, bad faith or negligence. No Member shall have any personal liability with respect to the satisfaction of any required indemnification of the above-mentioned Persons.

Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a Person claiming indemnification under this Section for legal expenses and other costs incurred as a result of a legal action brought against such Person only if (i) the legal action relates to the performance of duties or services by the Person on behalf of the Company, (ii) the legal action is initiated by a party other than a Member, and (iii) such Person undertakes to repay the advanced funds to the Company if it is determined that such Person is not entitled to indemnification pursuant to the terms of this Agreement.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF UNIT HOLDERS

6.1. **Limitation of Liability.** Each Unit Holder's liability shall be limited as set forth in this Agreement and the Act.

6.2. **Liability for Company Obligations.** Unit Holders shall not be personally liable for any debts, obligations or liabilities of the Company beyond their respective initial Capital Contributions

and any obligation of the Unit Holders under Section 8.2 to make additional Capital Contributions, except as otherwise provided by law.

6.3. Member's Approval Required:

6.3.1. **Approval of Sale of All Assets.** The Company shall not sell, exchange, or otherwise dispose of all, or substantially all, of its assets except in the ordinary course of business without the affirmative vote of the holders of a Majority Interest.

6.3.2. **Termination of Activities.** The Company shall not terminate its activities without the affirmative vote of the holders of a Majority Interest.

6.3.3. **Change of Purpose.** The Company shall not change its purpose without the affirmative vote of the holders of a Majority Interest.

6.4. Inspection of Records.

6.4.1. **Inspection of Required Records.** Upon fourteen days written demand made in a record received by the Company, each Member shall have the right to inspect and copy, at such Member's expense during ordinary business hours, the records required to be maintained by the Company pursuant to Section 11.5. The Company may redact any records to protect information specified in Section 6.4.2 unless the Member meets the requirements of Section 6.4.2.

6.4.2. **Inspection of Additional Records.** During ordinary business hours and at a reasonable location specified by the Company, a Member may inspect and copy the following records of the Company if the Member seeks the records for a purpose reasonably related to the Member's interest in the Company; the Member makes a written demand in a record received by the Company, describing with reasonable particularity the records sought and the purpose for seeking the records; and the records sought are directly connected to the Member's purpose:

6.4.2.1. A current and a past list, setting forth the full name and last known mailing address of each member and manager, if any;

6.4.2.2. Excerpts from any meeting of the managers or members, and records of limited liability company action approved by the members or manager without a meeting; and

6.4.2.3. Accounting records of the limited liability company.

6.4.3. **Response to Request for Additional Records.** Within fourteen days after receiving a demand pursuant to Section 6.4.2, the Company will in writing inform the Member that made the demand: what records the Company will provide in response to the demand; when and where the Company will provide the records; and if the Company declines to provide any demanded records, the Company's reasons for declining.

6.4.4. **Rights of Disassociated Unit Holders.** A person dissociated as a Member may inspect and copy the records set forth in Section 11.5 during ordinary business hours in the limited liability company's principal office if the records pertain to the period during which the person was a Member; the person seeks the records in good faith; and the person meets the requirements of Section 6.4.2. Company must respond to a demand made pursuant to this Section in the same manner as provided in Section 6.4.3.

6.4.5. **Confidentiality Agreement.** The Company may require any Member who requests to review the type of records set forth in Section 6.4.2 to sign a confidentiality agreement prior to viewing those records.

6.4.6. **Restrictions on Access Reasonable.** The Members acknowledge and agree that the provisions of this section do not unreasonably restrict a Member's access to the records of the Company. The Company may impose reasonable restrictions on the use of records and information obtained under Section 6.4.

6.5. **No Priority on Return of Capital.** Except as expressly provided in ARTICLE 9, no Unit Holder shall have priority over any other Unit Holder, either as to the return of Capital Contributions or as to Net Profits, Net Losses, or Distributions; provided, that this Section 6.5 shall not apply to loans made by a Member to the Company.

6.6. **Withdrawal of Unit Holder.** Except as expressly permitted in this Agreement, no Unit Holder shall voluntarily resign or otherwise withdraw as a Unit Holder. Except as otherwise expressly provided herein or approved by a Majority Interest held by Remaining Members, a resigning or withdrawing Member shall become an Economic Interest Owner. The remedy for breach of this Section 6.6 shall be monetary damages (and not specific performance), which may be offset against Distributions to which such Person would otherwise be entitled.

ARTICLE 7

MEETINGS OF MEMBERS

7.1. **Annual Meeting.** Annual meetings are not required, but are strongly recommended. The annual meeting of the Members may be held in the month of November, or at such other time as shall be determined by the Members.

7.2. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, may be called by the Members holding at least ten percent of the Membership Units. The purpose of a Special Meeting shall be stated in the Notice.

7.3. **Place of Meetings.** The Members may designate any place, either within or outside the State of Alaska, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting is called, the place of meeting shall be the principal place of business of the Company specified in ARTICLE 2.

7.4. **Notice of Meeting.** Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Members calling the meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States Mail, addressed to the Member, with postage thereon prepaid.

7.5. **Record Date.** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Distribution, the date on which notice of the meeting is mailed or the date on which the resolution declaring such Distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6. **Quorum.** A Majority Interest represented in person or by proxy shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a Majority Interest may adjourn the meeting from time to time for a period not to exceed sixty days without further

notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Membership Units whose absence would cause less than a quorum.

7.7. **Manner of Acting.** If a quorum is present, the affirmative vote of a Majority Interest shall constitute an act of the Members, unless the vote of a greater or lesser percentage is required by this Agreement.

7.8. **Proxies.** At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member. Such proxy shall be filed with the Members before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

7.9. **Action by Members Without a Meeting.** Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, executed by Members entitled to vote thereon and delivered to the Members for inclusion in the Company's minutes. Action taken without a meeting is effective when all Members entitled to vote thereon have signed such consents, unless such consents specify a different effective date.

7.10. **Waiver of Notice.** When any notice is required to be given to a Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

7.11. **Telephone Meetings.** Members may participate in a meeting of the Members by means of a conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

ARTICLE 8

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1. **Members' Initial Capital Contributions.** Each Member shall contribute such amount as is set forth in attached *Exhibit B* as such Member's share of the Members' initial Capital Contribution.

8.2. **Additional Contributions.** Each Unit Holder shall be required to make such additional Capital Contributions as shall be determined by the Members from time to time. Written notice consistent with this Agreement shall be given to all Unit Holders. Nothing contained in this Section 8.2 is or shall be deemed to be for the benefit of any Person other than the Unit Holders and the Company, and no such Person shall under any circumstances have any right to compel any actions or payments by the Unit Holders.

8.2.1. **Failure to Make a Capital Contribution.** If a Unit Holder (the "Non-Contributing Unit Holder") fails to make a Capital Contribution required pursuant to Section 8.2 on or before thirty days following the receipt of a notice of required contribution given by the Members and such Capital Contribution is made on the Non-Contributing Unit Holder's behalf by

the Contributing Unit Holders, the contributing Members by Majority Interest may at their option exercise any of the remedies set forth in Section 8.2.1.1 below.

8.2.1.1. **Remedies.** The following remedies are available for exercise by the Contributing Members:

8.2.1.1.1. **Treat Contribution as a Loan.** Each of the Contributing Members may elect to treat the Unit Holders' share of the Non-Contributing Unit Holder's contribution made pursuant to Section 8.2.1 as a loan to the Non-contributing Unit Holder, which loan shall bear interest at a per annum rate equal to the lesser of (i) the US Prime Rate as announced by the Borrowing Benchmarks Section of the Wall Street Journal, which rate is the base rate on corporate loans posted by at least 70% of the 10 largest US Banks, or successor publication, plus Two Percent, or (ii) the maximum rate allowed by applicable law. The principal amount of such loan plus accrued interest shall be due on demand and shall be paid out of the next Distribution that would have otherwise been made to the Non-Contributing Unit Holder.

8.2.1.1.2. **Reduction of Non-Contributing Unit Holder's Units.** Each of the Contributing Members may elect to reduce the Units of the Non-Contributing Unit Holder and increase the Contributing Unit Holders' Units. The amount of the adjustment shall be calculated in proportion to the change in the Unit Holders' balances in their respective Capital Accounts.

8.2.1.1.3. **Lawsuit.** The Contributing Members may choose to commence a lawsuit in a court of competent jurisdiction to enforce the contribution.

8.2.1.2. **Election of Remedies.** To the extent that the remedies are not cumulative or do not result in unjust enrichment, the Contributing Members may elect more than one of the above-named remedies.

8.3. **Capital Accounts.**

8.3.1. **Establishment and Maintenance.** A separate Capital Account will be maintained for each Unit Holder throughout the term of the Company in accordance with the rules of Regulation Section 1.704-1(b)(2)(iv).

8.3.2. **Compliance with Regulations.** The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Regulations promulgated thereunder. If in the opinion of the Company's tax professionals the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Unit Holders.

8.3.3. **Withdrawal or Reduction of Unit Holders' Contributions to Capital.** A Unit Holder shall not receive out of the Company's property any part of the Unit Holder's Capital Contribution until all liabilities of the Company, except liabilities to Unit Holders on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to

pay them. A Unit Holder, irrespective of the nature of the Unit Holder's Capital Contribution, has only the right to demand and receive cash in return for the Unit Holder's Capital Contribution.

ARTICLE 9

ALLOCATIONS OF NET PROFITS AND LOSSES

9.1. Allocation of Net Profit and Loss - In General.

9.1.1. Allocation of Net Profit and Loss -- In General. After giving effect to the special allocations set forth in Section 9.1.2, Net Profit or Net Loss for any fiscal year of the LLC shall be allocated among the Unit Holders in accordance with their respective Units.

9.1.2. Special Allocations. The following special allocations shall be made for any fiscal year of the LLC in the following order:

9.1.2.1. Minimum Gain Chargeback. If there is a net decrease in LLC Minimum Gain (as defined in Regulation Sections 1.704-2(b) and 1.704(d)) during any LLC fiscal year, each Unit Holder shall be specifically allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Unit Holder's share of the net decrease in LLC Minimum Gain, determined in accordance with Regulation Sections 1.704-2(f) and 1.704-2(g) (2). The items to be so allocated, and the manner in which those items are to be allocated among the Unit Holder's, shall be determined in accordance with Regulation Sections 1.704-2(f) (6) and 1.704-2(j) (2). This Section 9.1.1 is intended to satisfy the Minimum Gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted and applied accordingly.

9.1.2.2. Unit Holder Minimum Gain Chargeback. If there is a net decrease in Unit Holder Minimum Gain during any LLC fiscal year, each partner who has a share of that Unit Holder Minimum Gain, determined in accordance with Regulation Section 1.704-2(i) (5), shall be specifically allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Unit Holder's share of the net decrease in Unit Holder Minimum Gain, determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(i)(5). The items to be so allocated, and the manner in which those items are to be allocated among the Unit Holders, shall be determined in accordance with Regulation Sections 1.704-2(i) (4) and 1.704-2(j) (2). This Section 9.1.2.2 is intended to satisfy the Minimum Gain chargeback required in Regulation Section 1.704-2(i)(4) and shall be interpreted and applied accordingly.

9.1.2.3. Qualified Income Offset. If any Unit Holder unexpectedly receives any adjustments, allocations, or Distributions described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), that reduces such Unit Holder's Capital Account balance below zero, items of LLC income and gain shall be specifically allocated to such Unit Holder in an amount and in a manner sufficient to eliminate as quickly as possible, to the extent required by Regulation Section 1.704-1(2)(ii)(d), the such deficit Capital Account of the Unit Holder (which deficit Capital Account shall be determined as if all other allocations provided for in this Section 9.1.2.3 have been tentatively made as if this Section 9.1.2.3 were not in this Agreement). This Section 9.1.2.3 is intended to satisfy the qualified income offset required in Regulation Section 1.704-1(b)(2)(ii) and shall be interpreted and applied accordingly.

9.1.2.4. Nonrecourse Deductions. The amount of nonrecourse Deductions (as defined in Regulation Section 1.704-2(b)(1)) shall for the LLC be determined pursuant to Regulation

Section 1.704-2(c). Nonrecourse Deductions shall be allocated among the Unit Holders in accordance with their respective Units.

9.1.2.5. **Unit Holder Nonrecourse Deductions.** Any Unit Holder Nonrecourse Deductions (as defined in Regulation Section 1.704-2(b)(1) and (2) shall be specially allocated among the Unit Holders in accordance with Regulation Section 1.704-2(i).

9.1.3. **Other Allocation Rules.**

9.1.3.1. **General.** Except as otherwise provided in this Agreement, all items of LLC income, gain, loss, deduction, and any other allocations not otherwise provided for shall be allocated among the Unit Holders in the same proportions as they share Net Profits or Net Losses, as the case may be, for the year.

9.1.3.2. **Allocation of Recapture Items.** In making any allocation among the Unit Holders of income or gain from the sale or other disposition of a LLC asset, the ordinary income portion, if any, of such income and gain resulting from the recapture of cost recovery or other deductions shall be allocated among those Unit Holders who were previously allocated the cost recovery deductions or other deductions resulting in the recapture items, in proportion to the amount of such cost recovery deductions or other deductions previously allocated to them.

9.1.3.3. **Allocations in Connection with Varying Interest.** If, during a LLC fiscal year, there is (i) a permitted transfer of a LLC Interest under this Agreement during a LLC fiscal year or (ii) the admission of a Member or additional Members, Net Profit, Net Loss, each item thereof, and all other Tax Items of the LLC for such period shall be allocated among the Unit Holders by taking into account their varying interests during such fiscal year in accordance with Code Section 706(d) and using any conventions permitted by Law and selected by the Members.

9.1.3.4. **Items Specially Allocated.** Notwithstanding any other provision of this ARTICLE 9, any items that are specially allocated pursuant to Section 9.1 shall not be taken into account in computing Net Profit or Net Loss.

9.2. **Computation of Net Profit or Loss.** The Net Profit or Net Loss of the Company, for each fiscal year or other period, shall be an amount equal to the Company's taxable income or loss for such period, determined in accordance with Code Section 703(a) (and, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1), including income and gain exempt from federal income tax, shall be included in taxable income or loss).

ARTICLE 10

DISTRIBUTIONS

10.1. Cash Distributions.

10.1.1. **Nonliquidating Distributions.** Distributions of Distributable Cash, other than Distributions in liquidation shall be made to the Unit Holders upon a vote of a Majority Interest. The Members shall in any case endeavor to distribute at least enough Distributable Cash to allow each of the Unit Holders to make their required tax contributions from the Distributions (the “Tax Distributions”). Provided however, except for any Tax Distributions, any Unit Holder loans to the Company, including additional capital contributions pursuant Section 8.2, will be repaid in full prior to any Distributions to the Unit Holders.

10.1.2. **Distributions in Liquidation.** Notwithstanding Section 10.1.1, Distributions in liquidation of the Company shall be made to each Unit Holder in the manner set forth in 13.4.

10.2. **Distributions in Kind.** Non-cash assets, if any, shall be distributed in a manner that reflects how cash proceeds from the sale of such assets for fair market value would have been distributed (after any unrealized gain or loss attributable to such non-cash assets has been allocated among the Unit Holders in accordance with ARTICLE 9).

10.3. **Withholding; Amounts Withheld Treated as Distributions.** The Members are authorized to withhold from Distributions, or with respect to allocations or payments, to Unit Holders and to pay over to the appropriate federal, state, or local governmental authority any amounts required to be withheld pursuant to the Code or provisions of applicable state or local law. All amounts withheld pursuant to the preceding sentence in connection with any payment, Distribution, or allocation to any Unit Holder shall be treated as amounts distributed to such Unit Holder for all purposes of this Agreement.

10.4. **Limitation Upon Distributions.** No Distribution shall be declared and paid unless, after the Distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Unit Holders on account of their contributions.

ARTICLE 11

ACCOUNTING, BOOKS, AND RECORDS

11.1. **Accounting Principles.** The Company’s books and records shall be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Members determine is in the best interest of the Company and its Unit Holders.

11.2. **Interest on and Return of Capital Contributions.** No Unit Holder shall be entitled to interest on the Unit Holder’s Capital Contribution or to return of the Unit Holder’s Capital Contribution, except as otherwise specifically provided for herein.

11.3. **Loans to Company.** Nothing in this Agreement shall prevent any Unit Holder from making secured or unsecured loans to the Company.

11.4. **Accounting Period.** The Company’s accounting period shall be the calendar year.

11.5. **Records, Audits and Reports.** At the expense of the Company, the Members shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

- 11.5.1. A copy of its Articles of Organization and all amendments thereto;
- 11.5.2. A copy of any limited liability company agreement made in a record and any amendments made in a record to a limited liability company agreement;
- 11.5.3. Unless contained in its Articles of Organization, a statement in a record of:
- 11.5.3.1. The amount of cash and a description and statement of the agreed value of the other benefits contributed and agreed to be contributed by each member;
- 11.5.3.2. The times at which or events on the happening of which any additional contributions agreed to be made by each member are to be made;
- 11.5.3.3. Any right of any member to receive distributions which include a return of all or any part of the member's contribution; and
- 11.5.3.4. Any events upon the happening of which the limited liability company is to be dissolved and its activities wound up;
- 11.5.4. A copy of the limited liability company's federal, state, and local tax returns and reports, if any, for the three most recent years;
- 11.5.5. A copy of any financial statements of the limited liability company for the three most recent years;
- 11.5.6. A copy of any record made by the limited liability company during the past three years of any consent given by or vote taken of any member pursuant to this chapter or the limited liability company agreement;
- 11.5.7. A copy of the three most recent Biennial Reports delivered by the limited liability company to the Department of Commerce, Community, and Economic Development of the State of Alaska. ;
- 11.5.8. A copy of any filed articles of conversion or merger; and
- 11.5.9. A copy of any certificate of dissolution or certificate of revocation of dissolution.
- 11.5.10. A copy of the License.

11.6. **Tax Matters Member.**

11.6.1. **Designation.** Janiese Stevens shall be the “**Tax Matters Partner**” of the Company for purposes of Code Section 6221 *et seq.* and corresponding provisions of any state or local tax law.

11.6.2. **Expenses of Tax Matters Partner; Indemnification.** The Company shall indemnify and reimburse the Tax Matters Partner for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses, and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Unit Holders attributable to the Company. The payment of all such expenses shall be made before any Distributions are made to Unit Holders (and such expenses shall be taken into consideration for purposes of determining Distributable Cash) or any discretionary Reserves are set aside by any Members. Neither the Tax Matters Partner nor any Unit Holder shall have any obligation to provide funds for such purpose.

11.6.3. **Limitation on Liability; Indemnification.** Neither the Tax Matters Partner nor any Affiliate of the Tax Matters Partner shall be liable, responsible or accountable in damages or otherwise to the Company or the Unit Holders for any act or omission by any such Person performed in good faith pursuant to the authority granted to such Person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such Person to be within the scope of the authority granted to such Person and in the best interest of the Company; provided that such act or omission did not constitute fraud, misconduct, bad faith or gross negligence. The Company shall indemnify and hold harmless the Tax Matters Partner, and each director, officer, partner, employee or agent thereof, against any liability, loss, damage, cost or expense incurred by them on behalf of the Company or in furtherance of the Company's interests without relieving any such Person of liability for fraud, misconduct, bad faith or gross negligence. No Unit Holder shall have any personal liability with respect to the satisfaction of any required indemnification of the above mentioned Persons.

Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a Person claiming indemnification under this Section for legal expenses and other costs incurred as a result of a legal action brought against such Person only if (i) the legal action relates to the performance of duties or services by the Person on behalf of the Company, (ii) the legal action is initiated by a party other than a Unit Holder, and (iii) such Person undertakes to repay the advanced funds to the Company if it is determined that such Person is not entitled to indemnification pursuant to the terms of this Agreement.

11.7. **Returns and Other Elections.** The Members shall cause the preparation and timely filing of all tax and information returns required to be filed by the Company pursuant to the Code and all other tax and information returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Unit Holders within a reasonable time after the end of the Company's fiscal year. Except as otherwise expressly provided to the contrary in this Agreement and except as determined by a vote of a Majority Interest, all elections permitted to be made by the Company under federal or state laws shall be made by the Tax Matters Partner.

ARTICLE 12

TRANSFERABILITY, BEQUEATHS, AND GIFTS

12.1. **Transfers In General.** Except as otherwise expressly provided in this Agreement, a Unit Holder shall not have the right to Transfer all or any part of his or her Units. Each Unit Holder hereby acknowledges the reasonableness of the restrictions on Transfer of Units imposed by this Agreement in view of the Company's purposes and the relationship of the Unit Holders. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable.

12.2. **Transfers to Immediate Family of Unit Holders.** Unit Holders may freely transfer their Units including full voting rights, if any, to their lineal descendants, or trust or other entity established for the sole benefit of Unit Holder, spouse, or lineal descendants. Unit Holders who are trusts may freely transfer their Units, including full voting rights, if any, to their beneficiaries.

12.3. **Transfers to Other Unit Holders.** Unit Holders may freely transfer their Units including full voting rights, if any, to any other Unit Holder.

12.4. **Transfer to Janiese's Relation.** Unit Holder, Janiese Stevens may Transfer Units to her cousin's wife, Sinia Maile.

12.5. **Transfer to Entity.** A Unit Holder may Transfer his or her Units to a wholly-owned entity.

12.6. **Compliance with License.** All Transfers, including any Transfer that is permitted pursuant to this Agreement, that would invalidate or impair the License or its use is null and void. Prior to any Transfer, the LLC must receive confirmation from either the State authority or agency administering the License or the attorney for the Company, that a purported Transfer will not invalidate or impair the License or its use. The parties to a Transfer permitted pursuant to this Agreement will timely and in good faith take such actions and execute and deliver such documents to maintain the License in full force and effect.

12.7. **Transfer Not in Compliance.** Transfer of any Units in violation of this Agreement shall be void. The Units, which are the subject matter of such void Transfer shall, immediately upon discovery of the Transfer by the Members, become subject to purchase by the Remaining Members on the terms and conditions set forth in this Agreement. In such event, the period set out below within which the Remaining Members would have the right to acquire the Transferred Units shall measure from the date upon which the Members discover the Transfer.

12.8. **Termination of a Unit Holder.**

12.8.1. **Termination.** A Unit Holder shall be a "Terminated Unit Holder" in the event of any of the following:

12.8.1.1. **Entity Dissolution.** If the Unit Holder is an entity, involuntary dissolution, under the laws governing said entity unless cured within thirty days of receipt of notice from the Remaining Members or voluntary dissolution of the entity. A trust shall not constitute an entity for purposes of this Section 12.8.1.1; or

12.8.1.2. **Trust.** If a Unit Holder is a trust, termination of the trust and/or any distribution of the Units owned by the trust to a beneficiary other than the trustor, the surviving spouse of the trustor, or a lineal descendant of the trustor.

12.8.1.3. **Bankruptcy of a Unit Holder.** The filing of a voluntary or involuntary petition with respect to a Unit Holder under the Federal Bankruptcy Code or comparable state law (if such proceeding is not terminated within thirty days of filing), or the making of an assignment for the benefit of a Unit Holder's creditors, or the insolvency of a Unit Holder; or

12.8.1.4. **Involuntary Transfer.** Any Transfer or encumbrance of any Units owned by a Unit Holder other than as permitted by this Agreement as a result of insolvency of the Unit Holder or otherwise.

12.8.2. **Notice.** The Terminated Unit Holder shall immediately upon the occurrence of any event enumerated in Section 12.8.1 provide notice to the Remaining Members of the occurrence of such event.

12.8.3. **Management Authority.** The existence of a Terminated Unit Holder shall not dissolve or terminate the LLC. Its business shall continue without interruption. The Terminated Unit Holder who was a Member shall be deemed to have delegated to the Remaining Members, the Terminated Unit Holder's entire right and interest to participate in the management of the

LLC, and thenceforth all decisions and actions concerning the LLC shall be made and taken by the Remaining Members alone on behalf of the LLC.

12.8.4. **Remaining Members' Options.** The Remaining Members shall have the option to purchase, all, but not less than all, of the Units of the Terminated Unit Holder. The Purchase Price for the Units purchased pursuant to this Section 12.8.4 shall be established in accordance with Section 12.12.5 below.

12.8.5. **Exercise of Option.** The Remaining Members may exercise the option to purchase the Units of the Terminated Unit Holder by delivering written notice thereof (the "**Exercise Notice**") to the Terminated Unit Holder within sixty days after receipt of notice required by Section 12.8.2 from the Terminated Unit Holder. If the Terminated Unit Holder fails to provide the notice required by Section 12.8.2, the Remaining Members shall provide the Exercise Notice within sixty days after the Remaining Members receive actual knowledge of the occurrence of an event enumerated in Section 12.8.1. Failure to give the Exercise Notice within the required period shall be deemed to be a decision not to exercise the option, and shall terminate the Remaining Members' option rights.

12.9. **Mandatory Buy/Sell.**

12.9.1. **Offer to Sell.** At any time, for any reason a Unit Holder (the "**Offering Unit Holder**") may offer to sell all of the Offering Unit Holder's Units to the other Members for a specified price per Unit payable on terms specified in the offer ("**Offer to Sell**"). The Offer to Sell shall be made by delivering notice thereof to all Members and depositing ten percent of the requested Purchase Price with a licensed escrow company as a security deposit. The Offer to Sell must allow at least sixty days, but not more than ninety days, to respond.

12.9.2. **Extent of Purchasers' Rights.** Each Member shall have the right to purchase that Member's pro rata share, of all, but not less than all, of the Offering Unit Holder's Units at the price per Unit and on the terms as specified in the Offer to Sell. Provided, however, if any Member does not purchase that Member's pro rata share, the other Members shall have the opportunity to purchase the remaining Units pursuant to the general terms set forth in Section 12.12 below.

12.9.3. **Acceptance of Offer.** The Purchasing Members shall exercise the right by giving written notice to the Offering Unit Holder and the other Members, within the time period stated in the Offer to Sell. Failure of any Member to give notice in said manner within the required time period shall be deemed to be a decision not to exercise the offer. If no Members either singly or collectively accept the Offer to Sell, the Members shall be deemed to have made a binding irrevocable offer to sell all of the Members' Units to the Offering Unit Holder for a price equal to the per Unit price in the Offer to Sell multiplied by the number of Units being offered, and upon the same terms and conditions. The Offering Unit Holder shall accept the second offer and the closing of the transaction shall be concluded within thirty days after the expiration of the initial offer period.

12.9.4. **Payment of Purchase Price.** The Purchase Price shall be payable in accordance with the specific terms and conditions of the Offer to Sell. At the time of such payment, the Purchasing Members and Offering Unit Holder shall execute and deliver all documents necessary to evidence the Transfer of the Units as the other party(ies) may reasonably request.

12.10. **Death of Member – Sale by Heirs.**

12.10.1. **Procedure.** In the event of the death of a Unit Holder, it is understood that the Remaining Members shall be free to carry on the business of this LLC, subject to the following conditions.

12.10.2. **Heirs to Inherit.** The deceased Unit Holder's heirs may inherit all Units owned by the deceased Unit Holder and all rights accompanying those Units. As used herein, the term "heirs" is limited to the persons set forth in Sections 12.2 and 12.4.

12.11. **Purchase Option in the Event of Purported Spousal Transfer.** In the event of a purported Spousal Transfer to a Unit Holder's Spouse (but excluding the transfer of said Spouse's community property interest in said Units to a Spouse), the Unit Holder shall give to the LLC and the Remaining Members, within the thirty days after the purported Spousal Transfer a notice of Transfer of Units. The Remaining Members may together or separately purchase in proportion to their Membership Interests the Units subject to this paragraph. Upon the exercise of the Remaining Members option to purchase, the Spouse shall sell the Units covered by this paragraph to the Remaining Members, on the terms and conditions stated in this Agreement.

12.12. **General Terms.** Any purchase and sale required by this Agreement may, at the option of the parties to the purchase and sale, be made upon such terms and at such rate of interest as may be agreed between the parties. In the absence of a mutual agreement, the purchase and sale shall be on the following terms and conditions:

12.12.1. **Members Rights to Participate.** In any situation under this Agreement in which there is more than one Remaining Member and the Remaining Members are provided an offer to purchase or sell an interest pursuant to this Agreement, all of the Remaining Members may purchase or sell (as the case may be) the offered Units in proportion to their Membership Interests, calculated without regard to the Transferring Unit Holder's Units. If one of the Remaining Members fails to purchase (or sell) that Remaining Member's full share, the balance may be purchased (or sold) by the other Remaining Members in proportion to their Membership Interests calculated without regard to the non-purchasing Member's Membership Interests.

12.12.2. **Hold Harmless.** In all cases in which any Member or Members elect to buy the LLC interest of a Selling Unit Holder, the Purchasing Members shall make reasonable provisions to hold the Selling Unit Holder harmless from any personal guarantees and personal liabilities of the Selling Unit Holder which were incurred in connection with the LLC, in compliance with the LLC Agreement, and otherwise in compliance with law. The Selling Unit Holder may immediately upon sale terminate all personal guarantees of LLC obligations.

12.12.3. **Income Prior to Closing.** The Selling Unit Holder shall be entitled to that Unit Holder's pro rata share of income through the date of closing unless otherwise specified in the offer.

12.12.4. **Fair Market Value.** The Fair Market Value of the LLC shall be determined as follows:

12.12.4.1. **Agreed-to-Value.** For thirty days after any event, which requires the establishment of the Fair Market Value of the LLC, the Remaining Members and the Transferring Unit Holder, or the Unit Holder's agent or authorized representative, shall attempt in good faith to reach an agreement concerning the Fair Market Value.

12.12.4.2. **Board of Valuation.** If no Fair Market Value has been agreed to within the thirty day period referred to above, then the Fair Market Value shall be established by the FMV Appraiser.

12.12.5. **Purchase Price.** The Transferring Unit Holder, agent, or authorized representative, and the Purchasing Members, as a group, shall each appoint, at their own cost, a Qualified Appraiser within fifteen days. If only one Qualified Appraiser is so appointed within this 15-day period, that single appointed Qualified Appraiser shall serve as the FMV Appraiser and shall unilaterally establish the Fair Market Value by issuing an opinion in writing. In the event more than one Qualified Appraiser is appointed, the appointed Qualified Appraisers shall together appoint a third Qualified Appraiser who shall serve as the FMV Appraiser and shall establish the Fair Market Value. The appointment of a Qualified Appraiser shall be made by a written instrument delivered to the other party. The FMV Appraiser shall take into account such generally accepted factors for valuation of a limited liability company as the FMV Appraiser may deem appropriate. The cash proceeds of any life insurance policy received as the result of the death of a Unit Holder shall not be included as an LLC asset for purposes of valuating the LLC. Within sixty days of selection of the FMV Appraiser, the FMV Appraiser shall report in writing on the Fair Market Value. The date of this report shall be deemed the date of establishment of the Fair Market Value. The cost of the FMV Appraiser shall be paid by the LLC. The cost of each Qualified Appraiser who is not a FMV Appraiser shall be paid by the party who selected that Qualified Appraiser. Once the Fair Market Value of the LLC has been determined by the FMV Appraiser, the value of the Transferring Unit Holder's Units shall be determined by dividing the Fair Market Value by the number of Units outstanding to reach the "**Per Unit FMV**". The Per Unit FMV shall be then multiplied by the number of Units held by the Transferring Unit Holder to reach the "**Total Unit FMV**". The FMV Appraiser shall then determine the appropriate minority or transferability discounts (the "**Discounts**"). In the event that the FMV Appraiser lacks expertise in determining discounts, a discount appraiser shall be selected using the same methodology as the selection of the FMV Appraiser. The cost of the discount analysis shall be paid by the Company. The Discounts are then applied to the Total Unit FMV to reach the "**Purchase Price**".

12.12.6. **Terms and Note.** There will be a down payment of twenty percent of the Purchase Price paid on Closing (the "**Down Payment**"). The balance of the Purchase Price shall be evidenced by a promissory note, which shall provide that upon default of any payment of interest or principal, the full amount of the note shall become due and payable immediately, and the Transferring Unit Holder shall be entitled to costs and reasonable attorney's fees ("**Promissory Note**"). The Promissory Note shall also permit the Purchasing Members to prepay the principal in full or in part at any time. The remaining balance on the Promissory Note shall be paid in equal annual payments of principal, plus interest on the declining principal balance at an annual rate equal to the US Prime Rate as announced by the Borrowing Benchmarks Section of the Wall Street Journal, which rate is the base rate on corporate loans posted by at least 70% of the ten largest US Banks, or successor publication, plus one percent, amortized over five years, to be made commencing three hundred sixty-five days following the down payment. If any of the Purchasing Members is not an individual, the Promissory Note shall be guaranteed by the principals of that Purchasing Member. The declining balance will be secured by the Company assets.

12.12.7. **Cash Payment.** The Purchasing Members shall, in their sole and unfettered discretion, always have the option to pay the Purchase Price in cash at Closing.

12.12.8. **Closing.** Subject to the terms and conditions of this Agreement, the Transfer will be completed at a closing (the “**Closing**”). The Closing shall occur within thirty days of the date that the FMV Appraiser transmits or delivers the Purchase Price to the Transferring Unit Holder and the Purchasing Members, or in the event that this Transfer is one in which the Purchase Price is determined without the use of Section 12.12.5, once all conditions precedent have been met, any party to the Transfer may give the other party(ies) written notice of a Closing date, which is not less than sixty days and not more than ninety days thereafter. At Closing, the Selling Unit Holder or his/her/its agent shall deliver to the Purchasing Members an unconditional assignment of the Selling Unit Holder’s Units and the Purchasing Members shall deliver to the Selling Unit Holder the Down Payment and Promissory Note. Each party shall pay its own attorneys’ fees. All other transactional costs shall be equally divided by the parties.

ARTICLE 13

DISSOLUTION AND TERMINATION

13.1. **Dissolution.** The Company shall be dissolved upon the occurrence of any of the following events:

13.1.1. upon the expiration of any term specified in this Agreement or in the Articles of Organization; or

13.1.2. by the written agreement of Majority Interest.

13.2. **Effect of Bankruptcy, Death, or Incompetency of Unit Holder.** The bankruptcy, death, dissolution, liquidation, termination, or adjudication of incompetency of a Unit Holder shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian, or conservator of such Unit Holder shall have all the rights of such Unit Holder for the purpose of settling or managing the Unit Holder’s estate or property. The transfer by such trustee, receiver, executor, administrator, committee, guardian, or conservator of any Units shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated, or incompetent Unit Holder.

13.3. **Allocation of Net Profit and Loss in Liquidation.** The allocation of Net Profit, Net Loss, and other items of the Company following the date of dissolution, including but not limited to gain or loss upon the sale of all or substantially all of the Company’s assets, shall be determined in accordance with the provisions of ARTICLE 9 and shall be credited or charged to the Capital Accounts of the Unit Holders in the same manner as Net Profit, Net Loss, and other items of the Company would have been credited or charged if there were no dissolution and liquidation.

13.4. **Winding Up, Liquidation and Distribution of Assets.** Upon dissolution, the Members shall immediately proceed to wind up the affairs of the Company. The Members shall sell or otherwise liquidate all of the Company’s assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to the Unit Holders in kind) and shall apply the proceeds of such sale and the remaining Company assets in the following order of priority:

13.4.1. First, to repay all outstanding debts and liabilities of the LLC other than loans made by Unit Holders to the LLC;

13.4.2. Next, to pay the interest due on any loans made by the Unit Holders to the LLC;

13.4.3. Next, to repay the principal of such loans;

13.4.4. Next, to set up any Reserves, which the Members reasonably deem necessary for contingent, unmatured, and unforeseen liabilities or obligations of the LLC;

13.4.5. Next, to the Unit Holders having positive Capital Account balances, to each such Unit Holder in the proportion that the Unit Holder's positive Capital Account balance bears to the positive Capital Account balances of all such Unit Holders until all such proceeds have been distributed or all Unit Holders' Capital Account balances have been reduced to zero, whichever occurs first; and

13.4.6. Finally, remaining proceeds shall be distributed among the Unit Holders, to each in proportion to the Percentage Interest.

13.5. **Reserves.** Any remaining Reserves retained under subparagraph 13.4.4 shall be distributed to the Unit Holders, at such time as the Members determine their retention is no longer necessary, in the same manner as they would have been distributed had they not been retained.

13.6. **No Obligation to Restore Negative Capital Account Balance on Liquidation.** Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), if any Unit Holder has a negative Capital Account balance (after giving effect to all Contributions, Distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Unit Holder shall have no obligation to make any Capital Contribution to the Company, and the negative balance of such Unit Holder's Capital Account shall not be considered a debt owed by such Unit Holder to the Company or to any other Person for any purpose whatsoever. (See Section 8.2.)

13.7. **Termination.** Except as provided herein, the Members shall comply with the Act or any other applicable law when winding up the affairs of the Company and making the final Distribution of its assets. Upon completion of the winding up, liquidation, and Distribution of the assets, the Company shall be deemed terminated.

13.8. **Certificate of Cancellation.** When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Unit Holders, the Members shall file a certificate of cancellation as required by the Act. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

13.9. **Return of Contribution Nonrecourse to Other Unit Holders.** Except as provided by law or as expressly provided in this Agreement, upon dissolution each Unit Holder shall look solely to the assets of the Company for the return of the Unit Holder's Capital Contribution. If the property remaining after the payment or discharge of liabilities of the Company is insufficient to return the contributions of Unit Holders, no Unit Holder shall have recourse against any other Unit Holder.

ARTICLE 14

INDEPENDENT ACTIVITIES OF MEMBERS

Any Member may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to, the ownership, financing, management, employment by, lending to or otherwise participating in businesses which are similar to the business of the Company, and neither the Company nor any of the Unit Holders shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits therefrom. Provided however, no Member shall violate the Member's implied contractual duty of good faith and fair dealing.

ARTICLE 15

SPOUSAL INTEREST

To the extent that any Units of the LLC issued to a Unit Holder represent the community property of the Unit Holder and spouse, they shall remain such community property regardless of the fact that the Units covered by this Agreement may at some time list the name of the Unit Holder only as a Unit Holder. Any Units of the LLC now held as the separate property of the Unit Holder shall remain the separate property of that Unit Holder as long as title to said Units shall remain in the name of that Unit Holder alone. Notwithstanding the foregoing, for purposes of this Agreement and voting rights, the LLC and other Unit Holders recognize only the participation of the named Unit Holder.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska, except its conflict of laws provisions.

16.2. **Amendments.** This Agreement may not be amended except by the unanimous written agreement of all of the Members. The terms and provisions of this Agreement constitute the entire agreement between the parties and supersede and replace all prior agreements between the parties hereto. There are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

16.3. **Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. To the extent that there is any inconsistency between this Agreement and the Act, this Agreement shall control.

16.4. **Subchapter S Election.**

16.4.1. **Actions Revoking S Status.** If the Company has elected to be taxed as a Sub-Chapter S Corporation, the Members shall refrain from taking any action, which would cause the Company to lose its status as an S corporation, unless the Members unanimously agree to such action. Any transfer of Units that would cause the Company to lose its status, as an S corporation, will be void and have no effect.

16.4.2. **Mandatory Dividends.** If the Company has elected to be taxed as a Sub-Chapter S Corporation, the Company will make minimum distributions to the Unit Holders in an amount necessary to cover the Unit Holders' tax liabilities for their pro-rata shares of the Company's

income to be reported on their individual income tax returns calculated based on the income tax liability of the Unit Holder in the highest tax bracket.

16.4.3. **Termination of Taxable Year in the Event of the Sale and Purchase of all of a Unit Holder's Units.** All of the Unit Holders shall make a special election under the Internal Revenue Code, to effectively close the books of the Company on the date.

16.5. **Headings.** The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.

16.6. **Waivers.** The failure of any Person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

16.7. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

16.8. **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16.9. **Heirs, Successors and Assigns.** Each of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

16.10. **Creditors And Third Parties.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or third parties.

16.11. **Voting.** All votes, of every kind, should be determined based on the terms of this Agreement.

16.12. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent delivered by means of a facsimile machine or Internet mail in portable document format or similar format (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

16.13. **Investment Representation.** The Units have not been registered under the Securities Act of 1933, the Securities Act of Alaska or any other state securities laws (collectively, the "Securities Acts") because the Company is issuing the Units in reliance upon the exemptions from the registration requirements of the Securities Acts, and the Company is relying upon the fact that the Units are to be held by each Unit Holder for investment.

Accordingly, each Unit Holder hereby confirms that the Units have been acquired for such Unit Holder's own account, for investment and not with a view to the resale or distribution thereof and may not be offered or sold to anyone unless there is an effective registration or other

qualification relating thereto under all applicable Securities Acts or unless Unit Holder delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification is not required. The Unit Holders understand that the Company is under no obligation to register the Units or to assist any Unit Holder in complying with any exemption from registration under the Securities Acts.

16.14. **Notice.** Except as otherwise provided herein, written notice required to be given under the terms of this Agreement shall be delivered either personally or by mail to the Unit Holder at the address listed on Exhibit B hereto, as updated from time to time on the books of the Company, or if to the Company to the then current registered agent. If mailed, such notice shall be deemed to be delivered three business days after being deposited in the United States Mail, addressed to the Unit Holder, with postage thereon prepaid.

16.15. **Disputes; Deadlock in Voting.** If there is a dispute between the Members concerning the interpretation or implementation of this Agreement or a deadlock in voting with respect to any Material Decision which cannot be resolved by participation of all Members, or if there are other irreconcilable differences between the Members, the Members shall resolve the dispute in accordance with the dispute resolution provisions set forth in Section 16.16 below. Subject to the provision of the Act regarding judicial dissolution, initiating a dispute resolution process and prosecuting the same to conclusion, sale, award, or judgment shall not be an event of dissolution or grounds for any kind of accounting, liquidation, or distribution of assets.

16.16. **Dispute Resolution.** The Members shall attempt to resolve all disputes arising out of this Agreement in accordance with this Section. Upon the written request of a Member the dispute shall be submitted to a court of competent subject matter jurisdiction located in Kodiak or Anchorage, Alaska.

16.17. **Attorney Fees.** In the event that any action or proceeding (at law or in equity) shall be commenced by any party hereto for any breach of the agreement or to enforce any provision hereof, the prevailing party or parties shall be entitled to recover from the other party or parties all reasonable attorney's fees and other costs in connection therewith (including all appeals).

ARTICLE 17

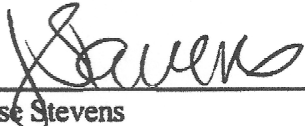
REPRESENTATION

IN DRAFTING THIS AGREEMENT TREN WICKSTROM OF MULLAVEY, PROUT, GRENLEY & FOE, LLP, HAS REPRESENTED THE COMPANY, AND NOT THE INDIVIDUAL MEMBERS. EACH OF THE MEMBERS MUST SEEK THEIR OWN SEPARATE INDEPENDENT LEGAL ADVICE, AS WELL AS INDEPENDENT TAX ADVICE REGARDING THIS AGREEMENT AND ALL MATTERS PERTAINING TO THE LLC.

[***Signatures on Following Page***]

Executed by the undersigned Members effective as of the date first above written.

MEMBERS:



Janiese Stevens



Dan Coglianese

Spousal Consent

The undersigned Spouses hereby consent to and agree to be bound by the terms of this Agreement; including, without limitation, the transferability provisions contained in ARTICLE 12.

[spouse of Janiese Stevens]

[spouse of Dan Coglianese]

Executed by the undersigned Members effective as of the date first above written.

MEMBERS:

Janiese Stevens

Dan Coglianese

Spousal Consent

The undersigned Spouses hereby consent to and agree to be bound by the terms of this Agreement; including, without limitation, the transferability provisions contained in ARTICLE 12.

[spouse of Janiese Stevens]

[spouse of Dan Coglianese]

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**ALASKA LOVEN IT, LLC
LLC AGREEMENT**

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2017-10-17

Received by AMCO 11.02.17

EXHIBIT A
DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“**Act**” means the Alaska Limited Liability Company Act, as may be revised or amended from time to time (AS 10.50 et seq.).

“**Affiliate**” means any related or associated Entity as well as any Entity with common owners.

“**Agreement**” means this Limited Liability Operating Agreement.

“**Articles of Organization**” means the articles of formation pursuant to which the Company was formed, as originally filed with the Department of Commerce, Community, and Economic Development of the State of Alaska on April 20, 2017, and as amended from time to time.

“**Capital Account**” means the capital account established and maintained for each Unit Holder pursuant to Section 8.3.

“**Capital Contribution**” means the total amount of money and the fair market value of property (net of liabilities secured by such property that the LLC is considered to assume or take subject to under Code Section 752) actually contributed to the LLC by each Unit Holder pursuant to the terms of this Agreement. Any reference to the Capital Contribution of a Unit Holder shall include the Capital Contribution made by a predecessor holder of the interest of the Unit Holder.

“**Closing**” shall have the meaning given to it in Section 12.12.8.

“**Code**” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

“**Company**” means **Alaska Loven It, LLC**.

“**Contributing Members**” means those Members who are Contributing Unit Holders.

“**Contributing Unit Holder**” means a Unit Holder who makes a Capital Contribution as required pursuant to Section 8.2.

“**Discounts**” shall have the meaning given to it in Section 12.12.5.

“**Distributable Cash**” means all cash received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and other sums paid or payable to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company’s business; and (iii) Reserves.

“**Distribution**” means the transfer of money or property by the Company to one or more Unit Holders without separate consideration.

“**Down Payment**” shall have the meaning given to it in Section 12.12.5.

“**Economic Interest**” means a Unit Holder’s share of Net Profits, Net Losses, and other Tax Items of the Company and Distributions of the Company’s assets pursuant to this Agreement and

the Act, but shall not include any right to participate in the management or affairs of the Company, right to the books and records of the Company, or the right to vote on, consent to, or otherwise participate in any decision of the Members.

“Economic Interest Owner” means the owner of an Economic Interest who is not a Member.

“Entity” means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any other organization that is not a natural Person.

“Exercise Notice” shall have the meaning given to it in Section 12.8.5.

“Fair Market Value” shall mean the amount at which the Company would change hands between a willing buyer and a willing seller neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts.

“FMV Appraiser” shall mean the individual charged in Section 12.12.5 with determine the Fair Market Value.

“Included Powers” shall have the meaning given to it in Section 5.1.

“LLC” means **Alaska Loven It, LLC**.

“Majority Interest” means, at any time, more than fifty percent of the then outstanding Membership Units entitled to vote.

“Material Decision” means any decision which if unmade could lead to the occurrence of irreparable injury to the Company or the continued irreparable injury to the Company, and/or any decision which if unmade could lead to the business and affairs of the Company no longer being able to be conducted to the advantage of the Unit Holders generally.

“Member” means each Person who executes a counterpart of this Agreement as a Member and each Person who may hereafter become a Member.

“Membership Interest” means a Member’s total interest as a member of the Company, including that Member’s share of the Company’s Net Profits, Net Losses, Distributable Cash, or other Distributions, its right to the extent provided in the Act, to inspect the books and records of the Company and its right, to the extent specifically provided in this Agreement, to participate in the business, affairs, and management of the Company and to vote or grant consent with respect to matters coming before the Company.

“Membership Unit” is a Unit that has equity, voting rights, and profits.

“Net Losses” shall have the meaning ascribed to it in Section 9.1.

“Net Profits” shall have the meaning ascribed to it in Section 9.1.

“Non-Contributing Unit Holder” shall have the meaning given to it in Section 8.2.1.

“Offering Unit Holder” shall have the meaning given to it in Section 12.9.1.

“Offer to Sell” shall have the meaning given to it in Section 12.9.1.

“Percentage Interest” means with respect to any Unit Holder the percentage determined based upon the ratio that the number of Units held by such Unit Holder bears to the total number of outstanding Units.

“Per Unit FMV” shall have the meaning given to it in Section 12.12.5.

“Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such where the context so permits.

“Purchase Price” shall have the meaning given to it in Section 12.12.5.

“Purchasing Members” shall mean each Member who desires to purchase and/or purchases the Units of a Selling Unit Holder.

“Qualified Appraiser” means someone who is a professional appraiser or Certified Public Accountant who is qualified by experience and ability to appraise the value of the Limited Liability Company.

“Regulations” includes proposed, temporary and final Treasury regulations promulgated under the Code and the corresponding Sections of any regulations subsequently issued that amend or supersede such regulations.

“Remaining Members” means those Member(s) who remain, or will remain, Members after the Selling Unit Holder who was a Member has ceased being a Member.

“Reserves” means, with respect to any fiscal period, funds set aside or amounts allocated during such period to be held for working capital and to pay taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company’s business. Reserves shall be maintained in amounts deemed sufficient by the Members from time to time.

“Securities Act” shall have the meaning given to it in Section 16.13.

“Selling Unit Holder” means any Unit Holder, or the survivors or legal representative of any deceased or disabled Unit Holder, who is selling Units.

“Spousal Transfer” means any transfer of Units to a Spouse who is not a Unit Holder, including but not limited to a transfer pursuant to a Decree of Dissolution, Property Settlement Agreement, Separation Agreement, or other marital transfer/domestic LLC or division of property in contemplation of a dissolution or marital separation.

“Spouse” means a spouse, a state registered domestic partner (as the term is defined in Alaska law), or participant in a committed intimate relationship.

“Terminated Unit Holder” shall have the meaning given to it in Section 12.8.1.

“Total Unit FMV” shall have the meaning given to it in Section 12.12.5.

“Transfer” means to sell, assign, exchange, gift, dispose of, bequeath, or otherwise transfer, purport to transfer, or attempt to transfer with or without consideration whether or not by operation of law.

“Transferring Unit Holder” means any Unit Holder who ceases being a Unit Holder, or who has ceased to be a Unit Holder for any reason.

“Unit Holder” means a Member or an Economic Interest Owner.

“Units” means the Company ownership interest issued to any Member under this Agreement as reflected in attached *Exhibit B*, as amended from time to time or any Company interest owned by an Economic Interest Owner.

EXHIBIT B

**MEMBERS/UNITS/MEMBERSHIP INTEREST/CAPITAL CONTRIBUTIONS
TO
ALASKA LOVEN IT, LLC**

Name of Initial Member	Number of Units/ Membership Interest	Capital Investment
Janiese Stevens PO Box 8593 Kodiak, AK 99615	1,500/50%	cash
Dan Coglianese PO Box 1571 Homer, AK 99603	1,500/50%	cash



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

December 18, 2017

State Fire Marshal

Attn: Jillian Roberts

Lloyd Nakano

Pam Bowden

Via email: jillian.roberts@alaska.gov

lloyd.nakano@alaska.gov

pam.bowden@alaska.gov

License Number:	12833
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Alaska Loven It, LLC
Doing Business As:	ALASKA LOVEN IT, LLC
Physical Address:	2908 Kachemak Drive Homer, AK 99603
Designated Licensee:	Dan Coglianese
Phone Number:	907-942-5899
Email Address:	alaskacitysupply@gmail.com

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

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

REVIEWER: _____ ☐ DEC ☐ Fire Marshal

DATE: _____ PHONE: _____

☐ Compliant ☐ Non-compliant

COMMENTS: _____

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



Sincerely,

Erika McConnell, Director
marijuana.licensing@alaska.gov

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ZendTo

Drop-Off Summary

Filename	Type	Size	Description
 12833 MJ-01 Operating Plan.pdf	application/pdf	3.3 MB	12833 MJ-01 Operating Plan
 12833 MJ-02 Premises Diagram.pdf	application/pdf	1.7 MB	12833 MJ-02 Premises Diagram
 12833 MJ-04 Cultivation Supplemental.pdf	application/pdf	5.6 MB	12833 MJ-04 Cultivation Supplemental
 12833 Online Application_Redacted.pdf	application/pdf	93.2 KB	12833 Online Application_Redacted
4 files			

From:

Jane Preston Sawyer (jane.sawyer@alaska.gov) State of Alaska-AMCO from 10.3.202.44 on 18 Dec 2017 02:30:54 PM

To:

(jillian.roberts@alaska.gov) (lloyd.nakano@alaska.gov) (pam.bowden@alaska.gov)

Comments:

New standard marijuana cultivation facility:
Alaska Loven It, LLC license #12833

To send the file to someone else, simply send them this Claim ID and Passcode:

Claim ID: cJTrM37SojsMbTAp
Claim Passcode: sbwia6nYFy2rxMQY

None of the files has been picked-up yet.

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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

October 3, 2017

Alaska Loven It, LLC
DBA: Alaska Loven It, LLC
Via email: alaskacitysupply@gmail.com

Re: Standard Marijuana Cultivation Facility License #12833

Dear applicant,

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

- **Online Application**

- Please confirm whether there should be a unit number for the proposed licensed premises. The lease agreement, although inadequate (elaborating further in this letter), states unit number 1. I need to know as soon as possible if there should be a unit number for the proposed premises so I can update the system, therefore, generating a new Public Notice and Advertisement Notice that you will need for your corrections.

- **MJ-00 Application Certifications**

- Page 1-section 1 of each MJ-00: if there should be a unit number for the proposed premises I need to know and the unit number must be included as part of the address.

- **MJ-01 Operating Plan**

- Page 1-section 1: if there is a unit number it must be included as part of the address.
- Page 2, first box: the answer to this box sort of contradicts what you state on the very next box of this same page. Please describe in the box how your establishment will prevent unescorted members of the public from entering restricted access areas.
- Page 4, first box: the answer here does not really describe how your exterior lighting will facilitate surveillance. Please expand upon your answer and explain how.
- Page 5, second box: the answer here contradicts page 2, but nevertheless, the answer is inadequate. Your establishment must have policies and procedures for prevent loitering. Please explain what they are or will be.
- Page 7, first box: is the word "Lighting" the last word of the answer in this box or is there text that did not make it in the box?. ALSO, please replace the word "Manufactured", this is a marijuana cultivation application, why would you be manufacturing? Or what is the context of that word here?.
- Pages 12 entire page & 13: the answers here need more detail. Your answers must incorporate the three-day notice that you must give to enforcement before rendering the marijuana waste unusable and disposing of it. Where you are going to store the marijuana waste during that period. The compostable/non-compostable to marijuana waste ratio

you will use. The marijuana must be ground up. In short, please re-review 3 AAC 306.740 and clearly demonstrate you have a thorough understanding of the regulations and how your establishment will comply.

- Page 15, entire page: please re-review 3 AAC 306.470, 3 AAC 306.475, and 3 AAC 306.750 and clearly demonstrate you have a thorough understanding of the regulations and how your establishment will comply. To just state that you will comply and cite the regulations is inadequate.
- Page 16, the box: this box is asking about any signs with your business name and/or logo. If you are not going to have any, that is fine. However, if you are going to say that the only signs that your establishment will have is "No Trespassing", then you need to re-read the regulations because there are more signs that you need to have.
- Page 18: please elaborate further on your answer. How are you going to prevent unauthorized persons from entering the facility? Even better, persons under the age of 21?.

- **MJ-02 Premises Diagram**

- The diagram you submitted is illegible and it does not have all the information we need. Please resubmit.
- The new MJ-02 must include the following:
 - Sort of an aerial view diagram that clearly shows the proposed premises, property boundaries, and what surrounds it (building, businesses, etc). Label them. AND, what type of structure is it (house, warehouse, one level, two level, etc.).
 - A diagram of the premises that clearly shows the following:
 - Licensed premises (use one color and label)
 - Restricted access areas within the licensed premises (use another color and label them).
 - Surveillance room
 - Camera Placements
 - Entrances/Exits
 - Storage
 - Marijuana waste disposal area
 - Walls
 - Partitions
 - Rooms
 - Dimension

- **MJ-04 Cultivation Supplemental**

- Page 1-section 1: if there is a unit number it must be included as part of the address.
- Page 2: in this box you also need to describe the spaces/areas of under cultivation within the facility. This page must be congruent with your MJ-02.
- Page 4, first box: please expand upon your answer here. City of Homer landfill. What about it?
- Page 4, second box: please expand upon your answer here. How will your establishment ensure that Coal Carbon Filters do not emit an odor that is detectable by the public from outside the facility?
- Page 5: the answer here is inadequate. Please re-review 3 AAC 306.455 and 3 AAC 306.465 and clearly demonstrate how your establishment will comply with both regulations.

- **MJ-07 Public Notice Posting Affidavit**
 - If there is a unit number that should be part of the proposed premises, once you have let me know as outlined above under Online Application paragraph, you will need to post the updated Public Notice for 5 days at the location of the proposed premises and another conspicuous location.
 - You will need to submit a new MJ-07 filled out and signed in front of a notary.
 - Also, what is Redden Marine?. Please provide more detail on the MJ-07.
- **MJ-08 Local Government Notice Affidavit**
 - If there is a unit number that should be part of the proposed premises, once you have let me know as outlined above under Online Application paragraph, you will need to re-notify the local government with the updated Public Notice which should include the unit number.
 - You will need to submit a new MJ-08 filled out and signed in front of a notary.
- **MJ-09 Statement of Financial Interest**
 - Page 1-section 1 of each MJ-09: if there should be a unit number for the proposed premises I need to know and the unit number must be included as part of the address.
- **Publisher's Affidavit**
 - The newspaper ad(s) that you provided are illegible. Please resubmit for review.
 - Also, if there should be a unit number for the proposed premises I need to know and the unit number will need to be included in a one-time ad that will need to be published. I will then need the publisher's affidavit for that ad along with a copy of the ad.
- **Proof of Possession for Proposed Premises (any corrections to the lease must be initialed by all parties including the landlord/lessor).**
 - Please provide a legally binding lease that includes the following:
 - If the lease will become effective or made or the term of the lease is upon approval of the marijuana establishment license being approved, it must clearly say so in the appropriate sections. You only state "Upon Approval", approval of what?
 - What is the expiration date of the lease.
 - The tenant must be Alaska Loven It, LLC. Not just a blank line.
 - The lease you submitted shows unit 1. Please read above under Online Application.
 - The lease should allow for marijuana establishment
 - A disclaimer, usually under the "Default" section, that the landlord/lessor will not take possession of or remove marijuana from the premises, and AMCO will be contacted in the event that would need to happen.
 - The signature line on the lease must include the name of the tenant which in this case should be Alaska Loven It, LLC.
- **Entity Documents**
 - Please provide Alaska Loven It, LLC's Operating Agreement.

Alaska Loven It, LLC DBA Alaska Loven It, LLC

October 3, 2017

Page 4

If we do not receive your completions within 90 days, per 3 AAC 306.025(f), you must file a new application and pay a new fee.

Respectfully,



Jane Sawyer, Occupational Licensing Examiner

For,

Erika McConnell, Director

marijuana.licensing@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

December 18, 2017

City of Homer

Attn: Renee Krause, City Clerk

VIA Email: rkrause@ci.homer.ak.us; clerk@cityofhomer-ak.gov

CC: jblankenship@kpb.us
micheleturner@kpb.us

License Number:	12833
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Alaska Loven It, LLC
Doing Business As:	ALASKA LOVEN IT, LLC
Physical Address:	2908 Kachemak Drive Homer, AK 99603
Designated Licensee:	Dan Coglianese
Phone Number:	907-942-5899
Email Address:	alaskacitysupply@gmail.com

☒ **New Application** ☐ **Transfer of Ownership Application**

AMCO has 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).

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

3 AAC 306.010, 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, or when a local government protests an application on the grounds that the 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.

This application will be in front of the Marijuana Control Board at our January 24-26, 2018 meeting.

Sincerely,

Erika McConnell












Erika McConnell, Director

amco.localgovernmentonly@alaska.gov

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ZendTo

Drop-Off Summary

Filename	Type	Size	Description
 12833 Entity Documents.pdf	application/pdf	2.5 MB	12833 Entity Documents
 12833 MJ-00 Application Certifications.pdf	application/pdf	726.9 KB	12833 MJ-00 Application Certifications
 12833 MJ-01 Operating Plan.pdf	application/pdf	3.3 MB	12833 MJ-01 Operating Plan
 12833 MJ-02 Premises Diagram.pdf	application/pdf	1.7 MB	12833 MJ-02 Premises Diagram
 12833 MJ-04 Cultivation Supplemental.pdf	application/pdf	5.6 MB	12833 MJ-04 Cultivation Supplemental
 12833 MJ-07 Public Notice Posting Affidavit..pdf	application/pdf	187.1 KB	12833 MJ-07 Public Notice Posting Affidavit.
 12833 MJ-08 Local Government Notice Affidavit.pdf	application/pdf	121.3 KB	12833 MJ-08 Local Government Notice Affidavit
 12833 MJ-09 Statement of Financial Interest-redacted.pdf	application/pdf	1.3 MB	12833 MJ-09 Statement of Financial Interest-redacted
 12833 Online Application_Redacted.pdf	application/pdf	93.2 KB	12833 Online Application_Redacted
 12833 POPPP.pdf	application/pdf	4.5 MB	12833 POPPP
 12833 Publisher's Affidavit....pdf	application/pdf	2.3 MB	12833 Publisher's Affidavit...

11 files

From:**Jane Preston Sawyer** (jane.sawyer@alaska.gov) *State of Alaska-AMCO* from 10.3.202.44 on 18 Dec 2017 02:41:03 PM**To:**

(rkrause@cl.homer.ak.us)

(clerk@cityofhomer.ak.gov)

(jblankenship@kpb.us)

(micheleturner@kpb.us)

Comments:

New standard marijuana cultivation facility:
Alaska Loven It, LLC license #12833

To send the file to someone else, simply send them this Claim ID and Passcode:

Claim ID: BA8KmgX3NCFmcc4r

Claim Passcode: Ti993ZrsgRutxjig

None of the files has been picked-up yet.

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Alaska Loven It, LLC				
Premises Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Dan Coglianese
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

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

☐☒

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**Section 4 – Certifications**

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

Initials

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

DC

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

DC

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

DC

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.

DC

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.

DC

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.

DC

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).

DC

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

DC

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.

DC

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.

DC

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

DC

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.

DC



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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

Initials

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

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



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

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



All marijuana establishment license applicants:

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

Dan Coglianese
Signature of licensee

Dan Coglianese

Printed name

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



Alma N. Finnerty
Notary Public in and for the State of Alaska.

My commission expires: 03-05-2019



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Alaska Loven It, LLC				
Premises Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Janiese Stevens
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐☒

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

--



Alaska Marijuana Control Board

Form MJ-00: Application Certifications**Section 4 – Certifications**

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

Initials

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

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.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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

Initials

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

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

☐


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

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

☒

All marijuana establishment license applicants:

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



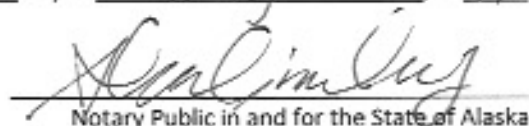
Signature of licensee

Janiese Stevens

Printed name

Subscribed and sworn to before me this 12th day of July, 2017.




Notary Public in and for the State of Alaska.

My commission expires:

03-05-19



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications



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

What is this form?

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

Section 1 – Establishment Information

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

Licensee:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKA LOVEN IT, LLC				
Physical Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	Zip Code:	99603
Designated Licensee:	Dan Coglianese				
Email Address:	alaskacitysupply@gmail.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-01: Operating Plan revised 10/19/17
-----------------	---

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--



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-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:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Alaska Loven It				
Premises Address:	2908 Kachemak Drive				
City:	Homer	State:	ALASKA	ZIP:	99603
Mailing Address:	PO Box 1571				
City:	Homer	State:	ALAS	ZIP:	99603
Primary Contact:	Dan Coglianese				
Main Phone:		Cell Phone:	907-942-5899		
Email:	Alaskacitysupply@gmail.com				



Alaska Marijuana Control Board

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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:

As required by 3 AAC 306.710, any and all portions of the cultivation facility that marijuana is handled, packaged, cured, grown and stored is a "RESTRICTED ACCESS AREA" and will be designated with large signs that state "RESTRICTED ACCESS AREA. VISITOR MUST BE ESCORTED". All visitors will be approved by management and given an access visitor ID badge (to be visible at all times) prior to entrance onto the premises. All visitors will be escorted at all times by "Authorized Personnel". Authorized Personnel are employees with a valid Marijuana Handler's Card with ID badge/key access to the premises. Entrance to the facility is monitored by badge key access and video surveillance on all sides.

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

As a Alaska Loven It LLC policy, we will not permit a group of more than 5 visitors on the premises at one time. Any and all visitors will be processed by management prior to being granted a visitor's pass/badge. Any and all visitors without a visitor's ID pass/badge will be asked to leave the premises and law enforcement will be notified. As required by 3 AAC 306.350, Alaska Loven It, LLC management will require any and all visitors to produce a valid form of photographic identification to show that they are 21 years of age or older. This includes (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license, instruction permit or identification card of a state or territory of the United States, the District of Columbia or a province or territory of Canada; (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. Once visitors are granted a badge/pass ID by management, our Authorized Personnel that will be escorting each visitor, signs out and disburses pass/badges. Each visitor will need to have pass ID visible at all times. Authorized Personnel will maintain visual contact with any and all visitors at all times. Any violation of policy will result in removal of violator off the premises.





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Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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

All visitors who meet the criteria for entering the facility will be added to our visitor file to record the visit's date, time in/out, non disclosure agreement, visitor policy and procedures agreement, photo copy of identification, signature of the designated employee who supervised the visit and any other pertinent information pursuant to 3AAC306.755(6) as well as our video surveillance records. All visitor records will be stored electronically as well as hard copy to ensure the document will be retained. All visitor records will be permanently retained.

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

See attached



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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:

Property has exterior lighting sufficient for surveillance of the facility. Cameras are equipped with IR and motion sensors that alert management with a text in the event motion is detected. Management will be able to access view from that camera or any camera view on the premises with their cell phone.

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

Our alarm system will be accessible from management cell phones at all times. In addition to the video surveillance access, any motion detected by our cameras will send an alarm to our management by text. Panic button will be installed within the facility. All cameras will be equipped with motion sensor, IR capabilities.

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:

Alaska Loven It LLC has one access door that is locked with badge key access for our employees. We do have four fire/exit doors that do not have a handle on the exterior and will be marked as such with proper signage. The facility does not have windows. Premises is protected by Cardoso Integrated Security 24/7 video surveillance and law enforcement alert. Motion detectors that monitor any movement will alert our management with a text. Management is able to log onto their cell phone and view all angles of surveillance around the premises. The video surveillance alarm system will be set at all times when there is not anyone present at the cultivation facility.





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

All owners and employees of Alaska Loven It LLC, along with visitors to the premises, will be held to a zero-tolerance policy on the diversion of marijuana. Our electronic tracking system of all marijuana product from seed to testing, packaging, disposal and selling process is one barrier layer for preventing diversion. Another barrier is reviewing our surveillance videos once a week and monthly inventory audits of our product. Any alerts within the electronic tracking system of any diversion will result in an investigation of all employees on shift, reassessing our computer system for information on product in question and review surveillance videos. The Marijuana Control Board will be notified as well as the proper authorities. Any persons involved will be prosecuted to the fullest extent of the law.

Describe your policies and procedures for preventing loitering:

Alaska Loven It, LLC is closed off to the public by a gate with clear signs that state "NO TRESPASSING", "THIS PROPERTY IS PROTECTED BY VIDEO SURVEILLANCE", "TRESPASSERS WILL BE PROSECUTED". Standard policy is to notify law enforcement of any violators or any suspicious activities.

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:

Alaska Loven It, LLC policy is that we are better safe than sorry. All cameras are equipped with motion sensors that will alert all management of any movement around the premises. We are able to access our security surveillance video at any and all times. We will install panic buttons on all vehicles transporting all marijuana goods as well as a tracking device. Panic buttons will be installed within the facility and accessible to employees if ever we are in a compromising position.



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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:

During business hours, if the system security is breached, our facility will immediately be put on lock down until breach in security has been identified and the premises is secure. Await the arrival of law enforcement and log an incident report of the breach in security. Alaska Loven It LLC management will assess incident reports to make any needed changes to our security or protocol and implement those changes. If the incident is after hours, our 3rd party security company will alert law enforcement and aid in communication with law enforcement. Management will notify AMCO after any unauthorized access to the premises or if management has knowledge of evidence or circumstances that reasonably indicate theft, diversion or unexplained disappearance of marijuana, marijuana products or money from the licensed premises.

Video Surveillance (3 AAC 306.720):

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

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

Yes No

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

☒ ☐

Both the interior and exterior of each entrance to the facility

☒ ☐

Each point of sale area

☒ ☐

Each video surveillance recording:

Yes No

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

☒ ☐

Clearly and accurately displays the time and date

☒ ☐

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

☒ ☐



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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:

See page 19

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:

Our entry/exit access point will be secured with remote controlled access from Alaska Loven It LLC management with proper clearance. System is provided by Cardoso Integrated Security (CIS) and is compliant with federal standards.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☒ ☐

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

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

☒ ☐

Video surveillance records are stored off-site

☐ ☒





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(Additional Space as Needed):

A video surveillance and camera recording system will be installed by Cardoso Integrated Security in and around the facility. The licensed premises will be all restricted access area. Cameras will be placed at the entrance to the facility so as to produce a clear and adequate view of any individual within 20 feet of the entrance to the licensed premises. Both the interior and the exterior of the entrance into the facility will be under surveillance by video cameras. Anywhere marijuana is grown, cured, or where marijuana waste is destroyed will have a camera placement in the room facing the primary entry door, and in adequate fixed positions, at a height that will provide a clear, unobstructed view of the regular activity without a sight blockage from lighting hoods, fixtures, or other equipment, in order to allow for the clear and certain identification of any person and activity in the area at all times.

We have 8 cameras on the exterior to cover all sides, 3 of which are on the south side of the building to cover the entrance. As you enter into the facility, you are in a controlled room with cameras on both sides to cover the entire room. Our flowering rooms will be covered by 3 cameras on the ceiling with 360 degree angle capability. The west wall, with 3 fire exit doors, will be covered with cameras. On the east side of the building we have the nursery with 5 cameras. One on the south wall will cover the washing station. Two in the middle will cover the raised beds and nursery on the east wall. One 360 degree angle camera on the ceiling, then another on the northeast emergency exit door, will cover the grow area on the northeast interior.





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Business Records (3 AAC 306.755):

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

Business Records Maintained and Kept on the Licensed Premises:

Yes No

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



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



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



Records related to advertising and marketing



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



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



All records normally retained for tax purposes



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



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





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

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

Daily back up of all data intake from surveillance and software will ensure record maintenance. A fire/water proof safe will be provided to preserve all backed up data records from being destroyed. All surveillance and software systems will be password sensitive and only Alaska Loven It LLC employees with proper level of clearance will have access to these records.



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Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

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

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

Applicants should be able to answer “Yes” to all items below.

Marijuana Tracking and Weighing:

Yes No

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



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



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

Alaska Loven It, LLC will use METRC to track product from marijuana seed / clone plant starts to selling of product. We do have future plans of incorporating another software system with METRC.



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Section 4 – Employee Qualification and Training

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

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

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

Marijuana Handler Permit:

Yes No

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



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



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



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

All employees will be required to have completed a background check and obtain a Marijuana Handler's Permit prior to employment. Employees will be required to keep up on current product information (i.e. types of strains, updated equipment or methodology of cultivation). All employees will attend mandatory safety training to include OSHA regulations, workplace safety, state rules and regulations as it pertains to the marijuana industry. Refresher training will be done quarterly or as required when regulations change.



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Section 5 – Waste Disposal

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

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

Marijuana Waste Disposal:

Yes No

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



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

All product deemed waste will be labeled and sequestered in a manner that it is segregated from the rest of our inventory. (In premises diagram room #2). Three days prior to rendering waste unusable, management will notify AMCO Board, upload data into METRC and wait the three days prior to disposal. During the cultivation process, all water run off that is deemed waste will be redirected to a holding tank that is taken by Moore and Moore Service for proper disposal.

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

Rockwool, food waste, yard waste, paper waste.





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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:

Alaska Loven It, LLC will give the board notice in the marijuana inventory tracking system three days before making the waste unusable and disposing of it. The marijuana plant waste will be ground and mixed with at least equal parts food, paper or yard waste and taken by Moore and Moore Services, Inc. for disposal. A record of the final destination will be kept of the marijuana waste made unusable.





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Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

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

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

Marijuana Transportation:

Yes

No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

☒☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

☒☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

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During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

☒☐

Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

☒☐

When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

☒☐

The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest

☒☐



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

Once testing of our product has passed, Alaska Loven It, LLC will be wholesale packaging our product, not exceeding 5 pounds of one single strain for repackaging by the retail marijuana store and/or to a marijuana product manufacturing facility. Alaska Loven It, LLC packaging will be compliant with 3 AAC 306.345. All product packaging labels will be in compliance with 3 AAC 306.570. Tracking numbers will be generated for tracking our inventory. Our name and license number, harvest batch number, strain information and the net weight of the product. Each batch sold we will disclose in writing the soil amendments listing fertilizers, pesticides, fungicides and herbicides used in the cultivation and preparation of our product; the name and license number of the testing facility that completed the required testing and the results listing the contaminants for which the product was tested including molds, mildew, filth, herbicides, pesticides, fungicides and harmful chemicals. This will be included in the transport manifest that must remain with the marijuana at all times while being transported. A copy will be given to the licensed marijuana establishment that receives the shipment.

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

All marijuana product will be stored with manifest in a locked safe and tracked by GPS surveillance. Alaska Loven It, LLC management will be able to access video surveillance remotely from cell service at all times. The transportation vehicle will be equipped with GPS surveillance and a panic button. Our third party security, CIS, will aid in alerting and communication with proper authorities.



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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 Loven It, LLC will not post any signs on the exterior of the location for advertising.

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

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

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

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

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

Agree Disagree

Is false or misleading

☒ ☐

Promotes excessive consumption

☒ ☐

Represents that the use of marijuana has curative or therapeutic effects

☒ ☐

Depicts a person under the age of 21 consuming marijuana

☒ ☐

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

☒ ☐



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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

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On or in a public transit vehicle or public transit shelter

☒☐

On or in a publicly owned or operated property

☒☐

Within 1000 feet of a substance abuse or treatment facility

☒☐

On a campus for post-secondary education

☒☐

Signage and Promotional Materials:

Agree Disagree

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

☒☐

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

☒☐

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

☒☐



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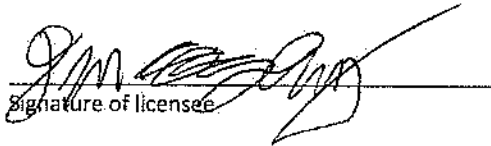
Phone: 907.269.0350

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:

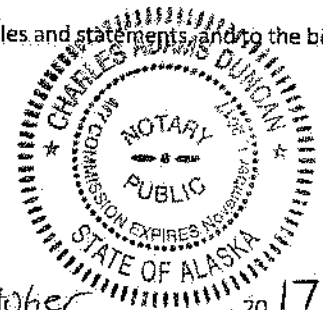
Alaska Loven It, LLC facility is closed off to the public by a gate with clear signs that state "NO TRESPASSING", "THIS PROPERTY IS PROTECTED BY VIDEO SURVEILLANCE", "TRESPASSERS WILL BE PROSECUTED". Our cultivation facility has one access point that is protected by Cardoso Integrated Security and heavily surveillanced. All areas with our marijuana product and marijuana deemed waste will be video surveillanced and designated with signs that state "STOP", "RESTRICTED ACCESS AREA", "AUTHORIZED PERSONNEL ONLY". Any and all visitors must be processed by management prior to access onto the premises.

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


Signature of licensee

Printed name: _____

Subscribed and sworn to before me this 19th day of October, 2017.





Notary Public in and for the State of Alaska.

My commission expires: 11-01-2017

Alaska Loven It LLC

License Number: 12833

2908 Kachemak Dr. Homer AK 99603

Strain:

Indica ____

Tracking Number:

Sativa ____

Net Weight:

Harvest Batch:

"Marijuana has intoxicating effects and may be habit forming and addictive"

"Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence"

"There are health risks associated with consumption of marijuana"

"For use only by adults twenty-one and older. Keep out of the reach of children."

"Marijuana should not be used by women who are pregnant or breast feeding."

Testing Facility Informaiton

Lab Name and Location	
THC	%
THCA	%
CBDA	%
CBN	%
Shiga- toxin producing Escherichia coli (STEC) - bacteria	(CFU/g)



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Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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Phone: 907.269.0350

What is this form?

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

What additional information is required for cultivation facilities?

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

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

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

Section 1 – Establishment Information

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

Licensee:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Alaska Loven It, LLC				
Premises Address:	2908 Kachemak Drive				
City:	Homer	State:	ALASKA	ZIP:	99603



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

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

Section 2 – Prohibitions

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

The marijuana cultivation facility will not:

Agree Disagree

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

☒ ☐

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

☒ ☐

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

☒ ☐

Section 3 – Cultivation Plan

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

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

Overall dimensions 100' X 50'. Overall area is 5000 sq foot. Out of the 5000 sq food, we have a 13.5' X 100' nursery and veg room (380 sq foot). Within that room, there will be multiple trays for mother plants and 25 - 30 grow trays for veg plants. The product storage locker will be in this room. We will have a curing booth for curing our marijuana products and well as a sink and washing station for all of our pots. We will have an air intake vent on the south side of the building. We will have a 12éin line exhaust fan with a 150 pound coal carbon filter attached to the 12éin line fan. The flower room is 3356 sq feet. In the flower room, we will have an HVAC system for cooling the air. We will also have a 12éair intake with a 12éexhaust fan with a 150 pound coal carbon filter. We will have 5 water reservoirs with independent ebb and flow hydroponic systems roughly 2 feet apart throughout the room. We have a 164 sq foot work area for working on marijuana and marijuana waste disposal. We have a 9 sq foot surveillance security room. We will have an 80 sq foot entry way where employees will change out of street clothes and into work clothes.



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

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

Rockwool, Clay pellets, Per Lite

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

General Hydroponics; Botoicar CO2; Natural gas, P-H down, CO2 Monitoring System - Autopilot Green House Master Controller, Neem Oil

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

Irrigation - Ebb N Flow
Waste water system - Holding tank



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Operating Plan Supplemental
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Phone: 907.269.0350

Describe the marijuana cultivation facility's waste disposal arrangements:

Moore & Moore Services, Inc. will provide a 2 yard locking dumpster with weekly pick up service. We will render waste unusable and keep it secure until Moore & Moore Services comes and takes it away for disposal.

Section 4 – Odor Control

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

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

All ventilated air goes through our coal carbon filtration system that cleans the air prior to release to the environment. A 12 inch in line fan with 150 pound coal carbon filter on the end will be used to control odor. The fan will be run at a low speed to insure that the air gets cleaned. Slowing the fan speed down will reduce the odor.



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

Section 5 – Testing Procedure and Protocols

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

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

I understand and agree that:

Agree Disagree

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



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

In compliance with 3 AAC 306.455, we will designate an employee to collect random homogeneous samples for testing. The employee will segregate harvested marijuana into batches of individual strains of bud and flower, then select a random sample from each batch. The employee will sign a statement showing each sample was randomly selected for testing. Statement to record the type, amount and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model and license plate of the transporting vehicle. Statement will be sent to testing facility and sent with the test sample. We retain copies of all records of testing results and segregate strain batch until testing is final.

In compliance with 3AAC 306.465, Alaska Loven It, LLC will fully comply with any requests from the Marijuana Control Board for random sampling of growing medium, soil amendments, fertilizers, crop production aids, pesticides or water. Alaska Loven It, LLC shall bear the expense for all such requests.



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

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Section 6 – Security

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

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

The marijuana cultivation facility applicant has:

Agree Disagree

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

☒☐

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

☒☐

Restricted Access Area (3 AAC 306.430):

Yes

No

Will the marijuana cultivation facility include outdoor production?

☐☒

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



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

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

The building does not have windows.

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

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

Signature of licensee

Dan Coglianese

Printed name

Subscribed and sworn to before me this 19th day of October, 2017.

Notary Public in and for the State of Alaska.

My commission expires: 11-01-2017



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

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<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

(Additional Space as Needed):



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 completed and 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:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Alaska Loven It, LLC				
Premises Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Certification

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

Start Date: 8/14/17

End Date: 8/24/17

Other conspicuous location: Redden Marine - marine & outdoor gear supply store with public board.

Redden Marine, aka Kachemak Gear Shed, is located at 3625 East End Road. It is the
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. Closest retail store to the premises,

Signature of licensee

Dan Coglianese

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 11-01-2017

Subscribed and sworn to before me this 24th day of October, 2017.



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 to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and 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.

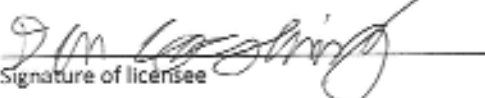
Licensee:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Alaska Loven It, LLC				
Premises Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	ZIP:	99603

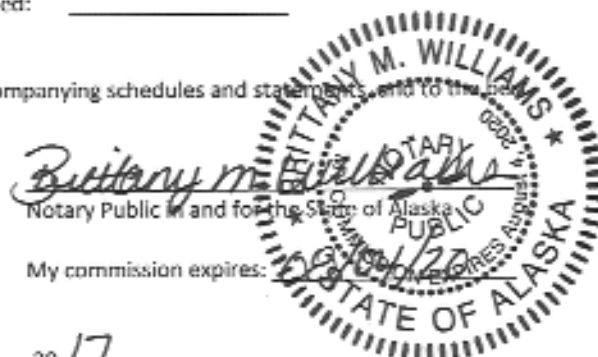
Section 2 – Certification

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 official and community council (if applicable):

Local Government:	Homer	Name of Official:	Renee Krause
Title of Official:	Deputy City Clerk 1	Date Submitted:	8/15/17
Community Council:		Date Submitted:	
(Municipality of Anchorage and Matanuska-Susitna Borough only)			

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


Signature of licensee
Dan Coglianese
Printed name of licensee



Subscribed and sworn to before me this 21 day of Aug, 2017.



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:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Alaska Loven It, LLC				
Premises Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Dan Coglianese				
Title:	Owner				
SSN:	[REDACTED]				



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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.

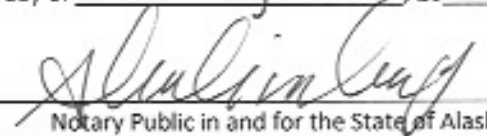

Signature of licensee/affiliate

Dan Coglianese

Printed name

Subscribed and sworn to before me this 5th day of July, 2017.




Notary Public in and for the State of Alaska.

My commission expires: 03-05-2019



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKA LOVEN IT, LLC				
Physical Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	Zip Code:	99603
Designated Licensee:	Dan Coglianese				
Email Address:	alaskacitysupply@gmail.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-09: Statement of Financial Interest - Janiese Stevens
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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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:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Alaska Loven It, LLC				
Premises Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Janiese Stevens				
Title:	Owner, CPA				
SSN:	<div></div>				



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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

Janiese Stevens

Printed name

Subscribed and sworn to before me this 30th day of August, 2017.





Notary Public in and for the State of Alaska.

My commission expires: 07/16/2021

Alcohol & Marijuana Control Office

Initiating License Application

8/14/2017 7:20:37 PM

License Number: 12833**License Status:** New**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** ALASKA LOVEN IT, LLC**Business License Number:** 1052906**Designated Licensee:** Dan Coglianese**Email Address:** alaskacitysupply@gmail.com**Local Government:** Homer**Community Council:****Latitude, Longitude:** 59.645021, -151.461600**Physical Address:** 2908 Kachemak Drive
Homer, AK 99603
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10056827**Alaska Entity Name:** Alaska Loven It, LLC**Phone Number:** 907-942-5899**Email Address:** alaskacitysupply@gmail.com**Mailing Address:** PO Box 1571
Homer, AK 99603
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Dan Coglianese
[REDACTED]
[REDACTED]**Phone Number:** 907-942-5899**Email Address:** alaskacitysupply@gmail.com**Mailing Address:** PO Box 1571
Homer, AK 99603
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Janiese Stevens
[REDACTED]
[REDACTED]**Phone Number:** 907-486-1792**Email Address:** jstevens@ak.net**Mailing Address:** 326 Neva Way
Kodiak, AK 99615
UNITED STATES**Affiliate #1****Type:** Individual**Name:** Dan Coglianese
[REDACTED]
[REDACTED]**Phone Number:** 907-942-5899**Email Address:** alaskacitysupply@gmail.com**Mailing Address:** PO Box 1571
Homer, AK 99603
UNITED STATES**Affiliate #2****Type:** Individual**Name:** Janiese Stevens
[REDACTED]
[REDACTED]**Phone Number:** 907-486-1792**Email Address:** jstevens@ak.net**Mailing Address:** 326 Neva Way
Kodiak, AK 99615
UNITED STATES



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Alaska Loven It, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ALASKA LOVEN IT, LLC				
Physical Address:	2908 Kachemak Drive				
City:	Homer	State:	AK	Zip Code:	99603
Designated Licensee:	Dan Coglianese				
Email Address:	alaskacitysupply@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>Lease agreement</p> <p>RECEIVED OCT 25 2017 ALCOHOL MARIJUANA CONTROL OFFICE STATE OF ALASKA</p>
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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- **COMMERCIAL LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease")

is entered into this Day of _____, 2017

Between Alaska Loven It LLC ("Tenant")

and

Kachemak Properties LLC ("Landlord"),

an Alaska Limited Liability Company Landlord and Tenant agree as follows:

1. LEASE SUMMARY.

a. **Leased Premises.** The leased commercial real estate (the "Premises") are outlined on the site plan attached as Exhibit A located on the land legally described on attached Exhibit B, and is commonly known as a portion of property located at 2908 Kachemak Dr. Homer AK 99603. The building(s) ("Buildings"), the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Buildings as set forth on the site plan are referred to as the "Property".

b. **Lease Commencement Date.** The Lease is binding upon execution of this Lease but is to have commenced retroactively on the date Tenant first took leasehold control of the Premises after the date title to the Property was conveyed to Landlord, about (the "Commencement Date").

c. **Lease Termination Date.** The Lease shall terminate at midnight on 11/23/2022 (the "Termination Date"), and thereafter continue on a month to month basis until cancelled.

d. **Monthly Rent.** The monthly rent shall be \$ 10,000.00. Rent shall be payable at Landlord's address shown in Section 1.g. below, or such other place designated in writing by Landlord.

e. **Security Deposit.** There is no security deposit.

f. **Permitted Use.** The Premises shall be used only for the purposes of propagating, cultivating, harvesting, preparing, curing, packaging, storing, and labeling marijuana (as permitted in 3 AAC 306.405 of AMCO regulations) and for no other purpose without the prior written consent of Landlord.

g. **Notice and Payment Addresses:**

Landlord: 266 East Bayview Ave., Homer, AK 99603

Tenant: P.O. Box 1571, Homer, AK 99603

2. PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.





3. TERM.

- a. Commencement Date.** The Lease shall commence on the date specified in Section 1.b.
- b. Tenant Obligations.**

Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises and the condition of all mechanical, electrical, and other systems on the Premises. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises, acknowledges responsibility for making any corrections, alterations and repairs to the Premises, and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

4. RENT. Tenant shall pay Landlord without demand, deduction or offset, in lawful money of the United States, the monthly rental stated in Section 1.d. in advance on or before the first day of each month during the Lease Term beginning on the Commencement Date, and any other additional payments due to Landlord (hereafter the "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated.

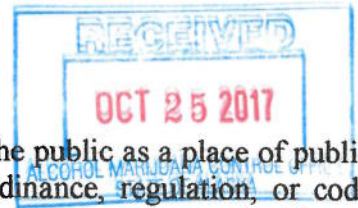
If any sums payable by Tenant to Landlord under this Lease are not received by the fifth (5th) day of each month, Tenant shall pay Landlord in addition to the amount due, for the cost of collecting and handling such late payment, an amount equal to the greater of \$50 or five percent (5%) of the delinquent amount. In addition, all delinquent sums payable by Tenant to Landlord and not paid within five days of the due date shall, at Landlord's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims.

5. SECURITY DEPOSIT. There is no security deposit.

6. USES. The Premises shall be used only for the use(s) specified in Section 1.f. above (the "Permitted Use"), and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance.

7. COMPLIANCE WITH LAWS. Tenant shall not cause or permit the Premises to be used in any way that violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, to the best of Landlord's knowledge, with the exception of any Tenant's Work, the Premises comply with all laws in existence as of the Commencement Date. Tenant shall be responsible for complying with all laws, now in existence or that may be hereafter implemented, applicable to the Premises, such as requirements by the Americans with Disabilities Act. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of Tenant's particular use, such as modifications required by the Americans



With Disabilities Act as a result of Tenant opening the Premises to the public as a place of public accommodation. If the enactment or enforcement of any law, ordinance, regulation, or code during the Lease term requires any changes to the Premises during the Lease term, the Tenant shall perform all such changes at its expense if the changes are required due to the nature of Tenant's activities at the Premises, or to alterations that Tenant seeks to make to the Premises; otherwise, Landlord shall perform all such changes at its expense.

8. OPERATING COSTS. Tenant shall pay all of the Operating Costs of the Premises, other than real property taxes and casualty insurance, which shall be paid by the Landlord.

As used herein, "Operating Costs" paid by the Tenant shall mean all costs of operating, maintaining, and repairing the Premises and the Buildings determined in accordance with generally accepted accounting principles, and including without limitation the following: electricity and all other utility charges; janitorial and all other cleaning services; refuse and trash removal; refurbishing and repainting; carpet replacement; heating, ventilation and pest control; lighting systems, fire detection, landscape and driving surfaces maintenance; management (fees and/or personnel costs); amortization (in accordance with generally accepted accounting principles) of capital improvements as Landlord may in the future install to comply with governmental regulations and rules or undertaken in good faith with a reasonable expectation of reducing operating costs (the useful life of which shall be a reasonable period of time as determined by Landlord).

9. UTILITIES AND SERVICES. Tenant shall pay, at Tenant's sole expense, all utilities and other services that Tenant requires with respect to the Premises.

10. PERSONAL PROPERTY TAXES. Tenant shall pay all taxes, assessments, liens, and license fees ("Taxes") levied, assessed, or imposed by any authority having the direct or indirect power to tax or assess any such Taxes, by reason of Tenant's use of the Premises, and all Taxes on Tenant's personal property located on the Premises.

11. ALTERATIONS. Tenant may make alterations, additions, or improvements to the Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures, which may be performed without damaging existing improvements or the structural integrity of the Premises, and Landlord's consent shall not be required for Tenant's installation of those items. Tenant shall complete all Alterations at Tenant's expense in compliance with all applicable laws and in accordance with plans and specifications approved by Landlord, and using contractors approved by Landlord. Landlord shall be deemed the owner of all Alterations except for those which Landlord requires to be removed at the end of the Lease term. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

Proper permits must be obtained prior to the commencement of any Alterations. A

licensed, bonded contractor, who the Landlord has pre-approved, must perform any permitted Alterations. Any subcontractors working on Alterations must also be licensed and bonded, and pre-approved by the Landlord.

12. REPAIRS AND MAINTENANCE. Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Premises safe and in good condition, including all utilities, driving access surfaces, and other systems serving the Premises. Landlord shall maintain and repair the Buildings structure, foundation, exterior walls, and roof. If Tenant fails to maintain or repair the Premises, Landlord may enter the Premises and perform such repair or maintenance on behalf of Tenant. In such case, Tenant shall be obligated to pay to Landlord immediately upon receipt of demand for payment, as additional Rent, all costs incurred by Landlord. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the acts of Landlord or its agents, employees, contractors, or invitees therein. Tenant shall be responsible for maintaining the driving access surfaces and parking lot in good condition, the cost of which shall be at the Tenant's sole cost and expense.

Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

13. ACCESS AND RIGHT OF ENTRY. After at least 48 hours reasonable notice from Landlord (except in cases of emergency, where no notice is required), Tenant shall permit Landlord and its agents, employees, and contractors to enter the Premises at all reasonable times to make repairs, alterations, improvements, or inspections. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within 180 days prior to the expiration or sooner termination of the Lease term.

14. DESTRUCTION.

a. Damage and Repair. If the Premises or the portion of the Property necessary for Tenant's occupancy are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy and this Lease shall not terminate; provided, however, Tenant may terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event. The Premises or the portion of the Property necessary for Tenant's occupancy shall not be deemed untenable if less than twenty-five percent (25%) of each of those areas are damaged. Notwithstanding the foregoing, Landlord shall have no obligation to restore the Premises or the portion of the Property necessary for Tenant's occupancy if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds are available to Landlord but are not sufficient to pay the entire cost of restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.



If the Premises, the portion of the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenantable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition; provided, however, if such casualty event occurs during the last 6 months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within 60 days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenantable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease.

b. If Landlord restores the Premises or the Property under this Section 16(a), Landlord shall proceed with reasonable diligence to complete the work, and the base Rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole Premises, provided that there shall be a rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors. Provided, Landlord complies with its obligations under this Section, no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord will not carry insurance of any kind for the protection of Tenant or on Tenant's furniture or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by Landlord's negligence.

15. INSURANCE.

a. **Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord as an additional insured, and shall insure Tenant's activities and those of Tenant's employees, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors with respect to the Premises against loss, damage, or liability for personal injury or death or loss or damage to property with a combined single limit of not less than \$1,000,000, and a deductible of not more than \$5,000. The insurance will be primary and non-contributory with any liability insurance carried by Landlord.

b. **Tenant Insurance.** During the Lease term, Tenant shall pay for and maintain replacement cost fire and extended coverage insurance, with vandalism and malicious mischief, sprinkler leakage and earthquake endorsements, in an amount sufficient to cover not less than 100% of the full replacement cost, as the same may exist from time to time, of all of Tenant's personal property, fixtures, equipment and tenant improvements.

c. **Miscellaneous.** Insurance required under this Section shall be with companies rated A-V or better in Best's Insurance Guide, and which are authorized to transact business in the State



of Alaska. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage, except after thirty (30) days' prior written notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies or certificates of the insurance policies required by this Section. In no event shall the limit of such policies be considered as limiting the liability of Tenant under this Lease.

d. Landlord Insurance. Landlord shall carry special form extended coverage fire insurance of the building shell and core in the amount of their full replacement value, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate.

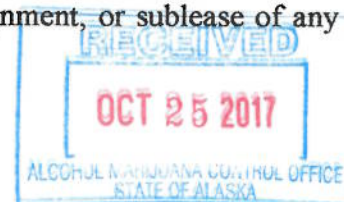
e. Waiver of Subrogation. Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried by each of them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liabilities exceeding the limits of such policies.

16. INDEMNIFICATION. Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, arising from any negligent or wrongful act or omission of Tenant or Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the Premises as a result of any act, omission, or negligence of Tenant, or Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors, or arising from any breach of this Lease by Tenant.

17. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, encumber, or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change(s) in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases, and assumption instruments. Landlord shall approve all agreements for Tenant's rent, assignment, or sublease of any part of



the Premises.



18. LIENS. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, upon request of Landlord, at Tenant's expense, immediately furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien(s).

19. DEFAULT. The following occurrences shall each be deemed an Event of Default by Tenant:

a. **Failure To Pay.** Tenant fails to pay any sum, including Rent, due under this Lease following five (5) days written notice from Landlord of the failure to pay.

b. **Vacation/Abandonment.** Tenant vacates the Premises (defined as an absence for at least 15 consecutive days without prior notice to Landlord), or Tenant abandons the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

c. **Insolvency.** Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee, or other liquidating officer is appointed for Tenant's business, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within 30 days after its institution or commencement.

d. **Levy or Execution.** Tenant's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant, or is taken upon or subjected to any attachment by any creditor of Tenant, if such attachment is not discharged within 15 days after being levied.

e. **Other Non-Monetary Defaults.** Tenant breaches any agreement, term, or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section, and the breach continues for a period of 30 days after notice by Landlord to Tenant of the breach.

f. **Failure to Take Possession.** Tenant fails to take possession of the Premises on the Commencement Date.

20. REMEDIES. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but

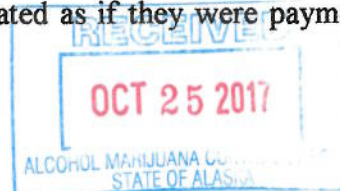
no act by Landlord other than written notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described in Section 20.b.

b. Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions, as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a written notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the rent and other sums which would be payable under this

Lease if repossession had not occurred, plus the net proceeds, if any, after reletting the Premises, after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorneys' fees, remodeling and repair costs, costs for removing and storing Tenant's property and equipment, and tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

c. Waiver of Redemption Rights. Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, as it may have been extended.

d. Nonpayment of Additional Rent. All costs which Tenant agrees to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of



Rent, and Landlord shall have all the rights herein provided for in case of nonpayment of Rent.

- e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. The Landlord may not take possession of or remove marijuana from the premises, and AMCO notified no later than 24 hours in this event. Marijuana can only be sold by regulated businesses and Landlord by law will not be permitted to sell marijuana to the public or remove from the property unless directed by AMCO. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any property (to exclude marijuana as it is regulated by law) sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

21. MORTGAGE SUBORDINATION AND ATTORNMENT. This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord, which is now existing or hereafter placed upon the Premises, including any advances, interest, modifications, renewals, replacements, or extensions ("Landlord's Mortgage"), provided the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage shall elect to continue this Lease in full force and effect. Tenant shall attorn to the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided such person(s) assume the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section are conditioned on the holder of each Landlord's Mortgage and each person acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default exists.

22. NON-WAIVER. Landlord's waiver of any breach of any term contained in this Lease shall not be deemed to be a waiver of the same term for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any breach by Tenant preceding such acceptance.

23. HOLDOVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration or termination of the Term, such tenancy shall be deemed to be on a month-to-month



basis and may be terminated according to Alaska law.

24. NOTICES. All notices under this Lease shall be in writing and effective (i) when delivered in person, (ii) three (3) days after being sent by registered or certified mail to Landlord or Tenant, as the case may be, at the Notice Addresses set forth in Section 1(h); or (iii) upon confirmed transmission by facsimile to such persons at the facsimile numbers set forth in Section 1(h) or such other addresses/facsimile numbers as may from time to time be designated by such parties in writing.

25. COSTS AND ATTORNEYS' FEES. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such suit, in mediation or arbitration, at trial and on appeal.

26. ESTOPPEL CERTIFICATES. Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the date the Lease term commenced and the date it expires; (ii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iii) that this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended in any way; (iv) that this Lease represents the entire agreement between the parties; (v) that all conditions under this Lease to be performed by Landlord have been satisfied; (vi) that there are no existing claims, defenses, or offsets that the Tenant has against the enforcement of this Lease by Landlord; (vii) that no Rent has been paid more than one month in advance; and (viii) that no security has been deposited with Landlord (or, if so, the amount thereof). Any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee.

27. TRANSFER OF LANDLORD'S INTEREST. This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, except for any retained security deposit or prepaid rent, and Tenant shall attorn to the transferee.

28. RIGHT TO PERFORM. If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. Tenant shall, on demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this



Section as in the case of default by Tenant in the payment of Rent.

29. QUIET ENJOYMENT. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord, or by the holders of any Landlord's Mortgage or any successor thereto.

30. RIGHT OF ENTRY. Landlord and its agents, employees and contractors shall have the right to enter the Premises at reasonable times with forty-eight (48) hours notice for inspection, to make repairs, alterations, and improvements, to show the Premises to prospective purchasers and, within six (6) months prior to the expiration of the Lease term, to show the Premises to prospective tenants.

31. GENERAL.

a. Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

b. Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder, or other person, who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease other than as disclosed elsewhere in this Lease. Tenant shall indemnify and hold Landlord harmless against any loss, cost, liability, or expense incurred by Landlord as a result of any claim asserted by any such broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. This subparagraph shall not apply to brokers with whom Landlord has an express written brokerage agreement.

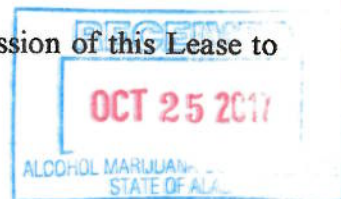
c. Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understanding pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified, or added to except in writing signed by Landlord and Tenant.

d. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Alaska.

g. Submission of Lease Form Not an Offer. One party's submission of this Lease to



the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both Landlord and Tenant.

h. No Light, Air or View Easement. Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way affect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

i. Authority of Parties. Any individual signing this Lease on behalf of an entity represents and warrants to the other that such individual has authority to do so and, upon such individual's execution, that this Lease shall be binding upon and enforceable against the party on behalf of whom such individual is signing.

32. EXHIBITS AND RIDERS. The following exhibits and riders are made a part of this Lease. Any riders shall be effective only upon being initialed by the parties and attached to the Lease. Capitalized terms used in the Riders have the meanings given to them in the Lease.

Exhibit A. Site Plan

Exhibit B. Legal Description

33. AGENCY DISCLOSURE. At the signing of this Lease the neither party was represented by an agent.

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

LANDLORD:

Lorraine B. Sellors

TENANT:

Dr. [Signature]

By: _____



STATE OF ALASKA)
) ss.
COUNTY OF Kenai
 peninsula

I certify that I know or have satisfactory evidence that Daniel Coglianese, Owner of Alaska Loven It LLC, is the person who appeared before me and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: October 23, 2017



Printed Name: Brittany M. Williams
NOTARY PUBLIC in and for the
State of Alaska, residing at
88 Sterling Hwy Homer Alaska
My Commission expires: 08/04/2020
Brittany M. Williams

STATE OF ALASKA)
) ss.
COUNTY OF Kenai
 peninsula

I certify that I know or have satisfactory evidence that Latrina Fellows is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as the member of Kachemak Properties LLC and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 23, 2017



Printed Name: Brittany M. Williams
NOTARY PUBLIC in and for the State
of Alaska, residing at 88 Sterling Hwy Homer
 Alaska
My Commission expires: 08/04/2020
Brittany M. Williams

EXHIBIT A.

SITE PLAN

The Premises consist of the 20' x 30' office building and 50' x 100' shop building, and ingress and egress thereto, located on the Site Plan attached hereto.



EXHIBIT B. – LEGAL

DESCRIPTION

T 6S R 13W SEC 22 Seward Meridian HM 0850130 LAMPERT LAKE SUB NO 2 LOT 2A

Kenai Peninsula Borough
State of Alaska.

Tax Parcel Number 17936023



PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA, }
STATE OF ALASKA } SS:

Elizabeth A. Ulricksen being first duly sworn,
on oath deposes and says:

That I am and was at all times here in this
affidavit mentions, Supervisor of Legals of the
Morris Publishing Group/Homer News, a
newspaper of general circulation and published
at Kenai, Alaska, that the

Marijuana Cultivation license

a printed copy of which is hereto annexed was
published in said paper once each and every
day for 1 successive and consecutive
days in the issues on the following dates:

November 2, 2017

X [Signature]

SUBSCRIBED AND SWORN to me before
this 2nd day of November, 2017.

[Signature]

NOTARY PUBLIC in favor for the State of
Alaska.

My commission expires August 29, 2020

**APPLICATION FOR
NEW STANDARD
CULTIVATION
FACILITY LICENSE**
Alaska Loven It, LLC
is applying under 3
AAC 306.400(a)(1)
for a new Standard
Marijuana Cultivation
Facility license,
license #12833,
doing business as
Alaska Loven It, LLC,
located at 2908
Kachemak Drive,
Homer, AK, 99603,
UNITED STATES.
Interested persons
should submit written
comment or objection
to their local gov-
ernment, 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 appli-
cation.
Pub: 11/2/2017





PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA, }
STATE OF ALASKA } ss:

Denise Reece being first duly
sworn, on oath deposes and says:

That I am and was at all times here in this
affidavit mentions, Supervisor of Legals of the
Morris Publishing Group/Peninsula Clarion, a
newspaper of general circulation and pub-
lished at Kenai, Alaska, that the

Application for New Standard Cultivation Facility

License

a printed copy of which is hereto annexed was
published in said paper one each and
every day for one successive and
consecutive day in the issues on the
following dates:

August 17, 2017

X Denise Reece

SUBSCRIBED AND SWORN to me before
this 21st day of August, 2017

[Signature]

NOTARY PUBLIC in favor for the
State of Alaska.

My Commission expires 29-Aug-20

APPLICATION FOR
NEW STANDARD
CULTIVATION
FACILITY LICENSE
Alaska Lov

Alaska Lov
is applying under 3
AAC 306.400(a)(1)
for a new Standard
Marijuana Cultivation
Facility license,
license #1052906,
doing business as
Alaska Lov LLC,
located at 2908
Kachemak Drive,
Homer, AK, 99603,
UNITED STATES.
Interested persons
should submit written
comment or objection
to their local gov-
ernment, 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 appli-
cation.
Pub: 8/17,24,31/2017



PUBLISHER'S STATEMENT



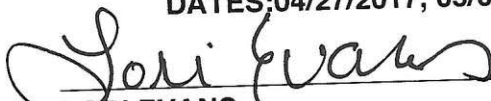
UNITED STATES OF AMERICA
STATE OF ALASKA
THIRD JUDICIAL DISTRICT

I, THE UNDERSIGNED, being first duly sworn under oath, hereby depose and state: That the Homer News is a newspaper of general circulation, published at Homer, Alaska; That I am an employee of said newspaper; and That a true and correct representation of the:

APPLICATION FOR A NEW STANDARD MARIJUANA CULTIVATION FACILITY LICENSE FROM ALASKA LOVEN IT LLC

From a true copy of which is affixed hereto, was published in said newspaper in the issue(s) dated:


DATES: 04/27/2017, 05/04/2017 AND 05/11/2017


LORI EVANS

FURTHER AFFIANT SAYETH NAUGHT.

SUBSCRIBED and sworn to before me this 23RD day of
JUNE 2017.




Notary Public in and for the State of Alaska
My Commission Expires July 19 2019

Community cleans up



Photos by Michael Armstrong, Homer News

Volunteers last Saturday collected about 800 bags of trash and 50 bags of recyclable trash during the annual Homer Community Clean Up sponsored by the Homer Chamber of Commerce & Visitor Center.

People also donated about 115 pounds of meat, fish and nonperishable food to the Homer Community Food Pantry. The chamber said a snowier winter kept more trash buried and exposed more as the snow melted.

Above, Emily Berg throws trash into a Dumpster. At right center, Bernadette Gradney, left, unloads recyclable cardboard as Marie McCarty and Tom Early help. At right, bottom, Dennis Dustin of the Kachemak Bay Lions Club serves hot dogs. At bottom, the First Place Family winners in the clean up pose with a wagon load of trash they picked up last Saturday. From left to right are Douglas Wrenn, a friend who helped, Jenny Lemieux, Dianne Lemieux-Pietrowski and Henry Lemieux.

Prizes were awarded to groups and individuals for collecting the most trash and recyclables. The winners are:

- First place, nonprofit group: Boy Scouts Troop 365.
- Second place, nonprofit group: Heartbeat of Homer.
- First place, individual: Karen West.
- First place, most recyclables: Bowman family.
- Second place, most recyclables: Gustafson family.
- First place, family: Diane, Jenny and Henry Lemieux-Pietrowski family.
- Second place, family: Williams family.



HOMER NEWS Classifieds

Phone: (907) 235-7767 • FAX (907) 235-4199
classifieds@homernews.com

FREE
CLASSIFIED ADS

DEADLINE:
MONDAY AT 5 P.M.

PLEASE NOTE: Any necessary corrections will be made on our Web site and in the next week's paper if correction is called in Thursday by 5 p.m.

ITEMS SELLING FOR LESS THAN \$1000 (up to 20 words); GARAGE SALES (up to 30 words);
LOST & FOUND I WANTED TO BUY (Excludes Commercial Ads, Real Estate, Rental Wanted & Employment)



Lost & Found

LOST: APRIL 10 A.M.
Metal military ammo box full of my tools.
Lost between Willards parking lot and town.
REWARD OFFERED!
Margo Tilton,
907-299-3143.

Legal Notices

APPLICATION FOR NEW STANDARD CULTIVATION FACILITY LICENSE
Homer Budz, LLC is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #12783, doing business as HOMER BUDZ, LLC, located at 67835 Virginia Ave., Homer, AK 99603, 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.

Legal Notices

APPLICATION FOR NEW STANDARD CULTIVATION FACILITY LICENSE
Alaska Loven It, LLC is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #1052906, doing business as Alaska Loven It, LLC, located at 2908 Kachemak Drive, Homer, AK 99603, 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.

AT THIS MOMENT, HE'S DEBT-FREE.

That's because he's a Citizen-Soldier in the National Guard. Thanks to the Guard's generous education benefits and other financial assistance, he had college covered 100%.

If you're headed to college but you don't know how you're going to pay for it, now is the moment to visit www.NATIONALGUARD.com to learn more or call 1-800-GO-GUARD.



CITY OF KACHEMAK, ALASKA NOTICE OF PUBLIC HEARING

Notice is hereby given that on the 10th day of May, 2017 a public hearing will be held on the following ordinances at 6:00 p.m. at the Kachemak Community Center, located at 59906 Bear Creek Drive:

ORDINANCE 2017-04: AN ORDINANCE OF THE CITY OF KACHEMAK, ALASKA PROVIDING FOR THE AMENDMENT OF THE BUDGET FOR FISCAL YEAR 2017.

ORDINANCE 2017-06: AN ORDINANCE OF THE CITY OF KACHEMAK, ALASKA PROVIDING FOR THE ESTABLISHMENT AND ADOPTION OF THE BUDGET FOR FISCAL YEAR 2018.

Copies of the ordinance are available at the Kachemak City Clerk's Office in the Kachemak Community Center. Regular office hours are Mondays, 9am-2:45pm — other hours by appointment. Please call 235-8897 or email kachemak@xyz.net for more information.

Erica Fitzpatrick
City Clerk

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (DOT/PF) CENTRAL REGION INVITATION FOR QUOTES

Project Bid Title: Port Graham Airport (PGM) Maintenance
Project Bid No.: 18-25A-1-008
Estimated Cost: Between \$14,000 and \$20,000
Bid Opening: 1:00 PM on May 10, 2017
Telephone: (907) 269.0767
TTD: (907) 269.0473
TTY: (800) 770.8973

Copies of the Contract bid documents may be obtained at the Port Graham Post Office or the M&O Homer Station Airport Manager's Office.

Up to date and additional information is available on the web at (<http://dot.alaska.gov>). Under the Section called Find It Fast!, select DOT&PF Public Notices. Look through the section called Procurement for the Invitation for Quotes.

Brought to you as a Public Service

...Town Crier

FROM PAGE 16

The trooper restrained the woman and arrested her.

April 26

Troopers at 3:26 p.m. received a report of a stolen vehicle being driven on the Sterling Highway near Anchor Point. Troopers tried to stop the vehicle. The driver failed to stop and led troopers on a pursuit to Nimitzchik. The driver went onto the beach. Two people in the vehicle got out and tried to climb a cliff, but troopers stopped them. Troopers said there was a stolen weapon in the vehicle. Troopers arrested the driver, a 27-year-old Homer man, for third-degree weapons misconduct, first-degree failure to stop and reckless driving. The passenger, a 37-year-old Anchorage man, was arrested for third-degree weapons misconduct. The investigation into the stolen vehicle continues.

April 30

Troopers at 4:55 p.m. attempted a traffic stop on the driver of an orange 2005 Ford Crown Victoria near Mile 55 Seward Highway in Turnagain Pass. The driver sped away heading north. Troopers pursued the car for 20 miles and deployed spike strips to try to end the chase. The driver swerved to avoid the spike strips, crashed into a guardrail, lost control and hit a Dodge Durango and a Ford pickup in a line of cars stopped at the scene. The driver then turned around and headed south. Near Mile 62 Seward Highway the Crown Victoria was disabled. The driver tried to flee, but troopers caught him. Troopers charged the driver, a 21-year-old Homer man, with driving under the influence, drugs, four counts of third-degree assault, leaving the scene of an accident and no vehicle insurance. Troopers also arrested him on an outstanding warrant for a probation violation.

Information regarding courthouse activity is taken from logbooks and court-issued forms and may not contain all details of the final disposition of each case. Case files are available for public review at the courthouse.

Courts

Court records show the following actions taken in Homer District Court through April 28:

Judgments

Lindsey Edward T. Pirkorny, 30, charge dismissed, fourth degree theft.

Patricia L. Pierce, 26, charge dismissed, fourth degree theft.

Jacob J. Stough, 27, charge dismissed, first-degree burglary. He pleaded guilty to two counts of fourth-degree assault. On the first count he was sentenced to 90 days in jail with 60 days suspended; ordered to pay \$50 to support the Police Training Fund and a \$150 jail surcharge with \$100 suspended. On the second count he was sentenced to 90 days in jail with 60 days suspended.

Charles W. Tangman, 32, Anchor Point, charges dismissed, fourth degree theft, fourth-degree misconduct involving a controlled substance. He pleaded guilty to first-degree criminal trespassing. He was sentenced to 30 days in jail with 30 days suspended; ordered to pay \$50 to support the Police Training Fund and a \$150 jail surcharge with \$100 suspended; ordered to get a controlled substance referral and comply with treatment recommendations, including in-patient treatment; ordered not to have contact with a Mark Lane address except to retrieve vehicles with police escort; ordered to forfeit items seized; ordered to apply for an Alaska Permanent Fund Dividend and pay restitution; and was placed on probation for one year. He also pleaded guilty to fifth-degree criminal mischief and was fined \$500. He also pleaded guilty to fourth-degree misconduct involving a controlled substance and was sentenced to 30 days in jail with 30 days suspended.

Frank L. Loosh, 60, Anchor Point, pleaded not guilty to driving while license cancelled, suspended, revoked or limited. He was found guilty by a jury and was sentenced to 20 days in jail with 10 days suspended; ordered to pay \$50 to support the Police Training Fund, a \$150 jail surcharge with \$100 suspended, and was placed on probation for one year.

Vasily A. Kalugin, 50, Fritz Creek, pleaded guilty to driving while license cancelled, suspended, revoked or limited. He was sentenced to 10 days in jail with 10 days suspended; ordered to pay \$50 to support the Police Training Fund and a \$150 jail surcharge with \$100 suspended, and was placed on probation for one year.

Levi A. West Harkness, 26, pleaded guilty to fourth-degree misconduct involving a controlled substance. He was fined \$1,000 with \$1,000 suspended and sentenced to 360 days in jail with 330 days suspended; ordered to pay \$50 to support the Police Training Fund and a \$150 jail surcharge with \$100 suspended; ordered to get a substance abuse evaluation and complete any recommended in-patient treatment, with credit for treatment applied to jail time; ordered not to possess, consume or use any controlled substance unless prescribed by a doctor; and was placed on probation for one year.

Criminal Court

Sierra M. Steen, 27, fraudulent use of an access device.

Elaina M. Sena, 30, fourth-degree theft, resisting arrest, reckless endangerment.

Flisa A. Russ, 49, fourth-degree theft.

Mary Kate Field, 30, Anchor Point, third-degree assault, two counts, a felony;

resisting arrest, second-degree indecent exposure, disorderly conduct, second-degree criminal trespassing.

Sarah Roderick, 42, improper use of registration, title or plates.

Royce M. Holm, 32, fourth-degree misconduct involving a controlled substance.

Cynthia M. Shearer, 29, fourth-degree misconduct involving a controlled substance.

Civil Court

Donna Aderhold, David Lewis and Caetonia Reynolds v. City of Homer, other civil complaint.

Roxanne Huzieff v. Elias Astuto, child custody.

Kerstin P. Miroth v. Nathaniel K. Isaacs, divorce.

In the matter of Cara N. Falco and Bobby J. Falco, dissolution of marriage.

In the matter of Caressa Liana Bohrer, change of name to Caressa Liana Starshine.

William F. Pepper III v. Alaska Department of Administration, administrative agency appeal.

Small Claims

NOMAR LLC v. Don Bluy, debt.

Alaska Department of Law v. Maria Santalucia, debt.

Credit Union 1 v. James McClay II, debt.

HOMER NEWS

Classifieds

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FREE DEADLINE: MONDAY AT 5 P.M.

PLEASE NOTE: Any necessary corrections will be made on our Web site and in the next week's paper if correction is called in Thursday by 5 p.m.
ITEMS SELLING FOR LESS THAN \$1000 (up to 20 words); GARAGE SALES (up to 30 words);
LOST & FOUND I WANTED TO BUY (Excludes Commercial Ads, Real Estate, Human Wanted & Employment)

Announcements

Black Currant Plants.
Boskoop Variety.
All sizes in pots.
235-6657.

Apartments, Unfurnished

Nicely Appointed
1BR in Homer.
Quiet area. Laundry.
\$825 + lights. No pets.
299-0463.

Legal Notices

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION &
PUBLIC FACILITIES (DOT/PF)
CENTRAL REGION
INVITATION FOR QUOTES**

Project Bid Title: Port Graham Airport (PGM) Maintenance
Project Bid No.: 18-25A-1-008
Estimated Cost: Between \$14,000 and \$20,000
Bid Opening: 1:00 PM on May 10, 2017
Telephone: (907) 269.0767
TTD: (907) 269.0473
TTY: (800) 770.8973

Copies of the Contract bid documents may be obtained at the Port Graham Post Office or the M&O Homer Station Airport Manager's Office.

Up to date and additional information is available on the web at (<http://dot.alaska.gov>). Under the Section called Find it Fast!, select DOT&PF Public Notices. Look through the section called Procurement for the invitation for Quotes.

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION &
PUBLIC FACILITIES (DOT/PF)
CENTRAL REGION
INVITATION FOR QUOTES**

Project Bid Title: Nanwalek Airport (KEB) Maintenance
Project Bid No.: 18-25A-1-006
Estimated Cost: Between \$10,000 and \$18,000
Bid Opening: 1:00 PM on May 09, 2017
Telephone: (907) 269.0767
TTD: (907) 269.0473
TTY: (800) 770.8973

Copies of the Contract bid documents may be obtained at the Nanwalek Post Office or the M&O Homer Station Airport Manager's Office.

Up to date and additional information is available on the web at (<http://dot.alaska.gov>). Under the Section called Find it Fast!, select DOT&PF Public Notices. Look through the section called Procurement for the invitation for Quotes.

Alaska Trivia

Both male and female mosquitoes eat plant sugar. The only reason the female sucks blood is because she uses the proteins for egg production.

Legal Notices

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FACILITY LICENSE**
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PATIENT

Donald Endres, M.D.

of Geneva Woods Ear,
Nose & Throat Associates
will hold a clinic in Homer

MAY 25, 2017

New patients are welcome.
For appointments please call 1-800-478-3396
For medical concerns call 1-907-563-3515

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Susie Amundson, Ph.D.

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- work-life balance coaching
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Preparation for licensure as a clinical professional counselor and certification as a substance abuse counselor.

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Health and Addictions Treatment for
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...Town Crier

FROM PAGE 10

for two counts of fourth-degree assault and criminal mischief.

A caller at 9:12 a.m. reported being threatened by phone.

A caller at 2:03 p.m. reported a person driving slowly and stopping in the road on Bay Avenue.

A caller at 4 p.m. reported a theft from a Main Street address.

A person at 4:30 p.m. came to the police station to report a temporary restraining order violation.

A caller at 5:10 p.m. reported possible drug activity at a Sterling Highway address. Police responded.

A caller at 10:22 p.m. reported a man needed to be advised of trespassing on the Spit near the Sealaters Memorial. Police contacted the man, advised him of the trespass and advised him to go to a legal camping area.

May 3

A caller at 12:03 a.m. reported a TRO violation on the Spit.

A caller at 11:31 a.m. reported an expected death of a person at a Soundview Avenue home. Police and medics responded.

A caller at 12:58 p.m. reported an expected death of a person at a Main Street home. Police responded.

A person at 3:15 p.m. went to the station to report threats.

A caller at 7:50 p.m. reported a tent on the Reber Trail off West Fairview Avenue.

A caller at 7:51 p.m. reported two young people on top of a Sterling Highway building. Police responded.

May 4

A caller at 1:49 a.m. reported an assault at a Pioneer Avenue bar with the suspects leaving. Police responded but did not find the suspects.

Police at 2:37 a.m. contacted a person sitting on the ground on Pioneer Avenue. All was OK; the person was waiting for a taxi.

A caller at 8:19 a.m. asked an officer to speak to a student about safety.

A caller at 1:15 p.m. reported a theft from a vehicle parked on Pioneer Avenue.

A caller at 3:40 p.m. reported a theft from a Lake Street business.

A caller at 4:09 p.m. reported a theft from a Pioneer Avenue business.

A caller at 7:47 p.m. reported a person inside a vacant apartment on Main Street. Police responded and issued a man a trespass notice from the property.

A caller at 9:54 p.m. reported a possibly drunk woman sitting in the driver's seat of a vehicle parked at an East End Road parking lot. Police contacted the woman.

May 5

A person at 5 p.m. made a 911 call of a driver speeding and spitting gravel on pedestrians on the Spit. Police responded and cited a driver.

A person at 5:26 p.m. came to the station to report a theft from a vehicle parked at Bishop's Beach.

A caller at 5:48 p.m. reported people getting too close to an eagle on the Spit beach.

A caller at 7:47 p.m. asked police to attempt to locate a person and serve a TRO at a Cottonwood Lane address. Police responded and served the TRO.

A caller at 11:21 p.m. reported hearing a woman screaming for the past 10 minutes in the Mattox Road area. Police responded.

May 6

A caller at 1:57 a.m. reported suspicious vehicles parked at the end of Mattox Road. Police responded.

A caller at 10 a.m. reported information regarding a possible stolen vehicle.

A caller at 11:58 a.m. reported finding a binding book on the Spit.

A caller at 12:34 p.m. reported a trespassing person at a Sterling Highway business. Police responded.

A woman at 2:55 p.m. came to the station to report being harassed.

A caller at 7:03 p.m. reported a suspicious person tried to get into their vehicle parked on Kachemak Drive.

A caller at 7:44 p.m. reported items stolen from a parked vehicle on Lakeshore

Drive

May 7

A hospital employee at 1:03 a.m. asked police to check on a staff member at a Solstice Drive home. Police responded.

Police at 3:25 a.m. contacted two drunk men by the side of the road at Bishop's Beach and one man trying to lie down in the ditch. Another officer responded.

A caller at 3:20 p.m. reported receiving a prank phone call.

Police at 3:48 p.m. contacted a 20-year-old man driving a vehicle on East End Road and arrested him on a probation violation.

May 8

Police at 12:15 a.m. contacted ATV drivers on West Hill Road and warned them for driving an ATV on the road.

A caller at 4:20 a.m. reported a person trespassing at a Spit Road address had been detained by other people. Police responded and arrested a 21-year-old man for first-degree trespassing, theft and providing a false report to an officer.

Information regarding courthouse activities is taken from logbooks and court issued forms and may not contain all details of the final disposition of each case. Case files are available for public review at the courthouse.

Courts

Court records show the following actions taken in Homer District Court through May 5.

Judgments

Janine E. Price, 31, charge dismissed, fourth-degree assault.

Colin R. McDougall, 46, charge dismissed, drunk person on license premises.

Tiffany B. Tesar, 24, charges dismissed, driving under the influence, fourth-degree misconduct involving a controlled substance.

Larry R. Trefren, 78, pleaded guilty to second-degree harassment. He was sentenced to 10 days in jail with 10 days suspended, ordered to pay \$50 to support the Police Training Fund and a \$100 suspended jail surcharge, and was placed on probation for one year.

Criminal Court

Jeremy D. Watson, 37, Anchor Point, third-degree misconduct involving weapons — felon in possession, a felony.

Randall L. Igou, 27, Anchor Point, third-degree misconduct involving weapons — felon in possession, failure to stop at the direction of a peace officer, both felonies, reckless driving.

Neal L. Reutos, 26, fourth-degree theft, third-degree theft.

Robert E. Carroll Jr., third-degree theft.

Chad L. Kuryla, 48, Anchor Point, third-degree assault, a felony.

Carl F. Rico, 21, driving without a valid operator's license.

Labyron D. Black, 24, disorderly conduct.

Howard L. Manser, 58, fourth-degree assault.

Lydia A. Olympic, 53, driving under the influence.

Patrick A. Bussing, 31, DUI, fifth-degree criminal mischief, two counts, no motor vehicle liability insurance.

Barry R. Wilson, 42, fourth-degree assault, two counts, fifth-degree criminal mischief.

Civil Court

Bank of America v. Craig Hauk, debt.

Midland Funding LLC v. Komet Beang, debt.

Martha Urban v. Delbert Urban and C. Michael Hough, other real estate matter.

Jessica Hilvy Gregory Kalmakoff, temporary restraining order granted.

Candice N. Gavalis v. Brian K. Covington, TRO granted.

Small Claims

Kenai Peninsula Borough v. Lee Y. Kyung, debt.

Kenai Peninsula Borough v. Larry K. Garvey, debt.

HOMER NEWS

Classifieds

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FREE
CLASSIFIED ADS

DEADLINE: MONDAY AT 5 P.M.

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Announcements

Black Currant Plants.
Boskoop Variety.
All sizes in pots.
235-5657.

Legal Notices

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Apartments, Unfurnished

Nicely Appointed
1Br in Homer.
Quiet area. Laundry.
\$825 + lights. No pets.
299-0463.

Commercial/Industrial for Rent

East Village
Spacious 1-bedroom apartment.
Tiled bathroom, hard wood floors, natural gas.
\$750/mo + utilities.
1-year lease.
No smoking. No pets.
907-299-0770.

Brand new
bright 1-bedroom apartment.
\$795/mo all utilities included.
1-year lease.
No pets. No smoking.
907-299-0770.

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To learn more or to place an ad, call 235-7767

Homer News

NOTICE OF INTENT TO BEGIN ENGINEERING AND ENVIRONMENTAL STUDIES

Project Title: Old Sterling Highway Pavement Preservation, MP 0 to 8.7
Project No.: CFHWY00288

The Alaska Department of Transportation and Public Facilities (DOT&PF) has assumed the responsibilities of the Federal Highway Administration under Section 326 of amended Chapter 3 of Title 23, United States Code (23 U.S.C. 326), and is soliciting comments and information on a proposal to resurface 8.7 miles of the Old Sterling Highway, from its southern terminus to its northern terminus with the Sterling Highway in Anchor Point, Alaska. The purpose of this proposed project is to extend the service life of the facility and reduce maintenance costs. The proposed work would include:

- Milling and paving
- Improving the road subgrade in select locations
- Upgrading, repairing, or replacing signing, striping, signalization, automatic traffic recorders, guardrail, curb ramps, and lighting
- Drainage improvements, including:
 - Ditch cleaning and/or grading
 - Replacement or installation of new culverts
- Bridge maintenance, including:
 - Upgrading, repairing, or replacement of bridge rail
 - Bridge deck repairs and overlays
- Utility relocations
- Vegetation clearing

This proposed project will comply with Section 106 of the National Historic Preservation Act, Executive Orders 11980 (Wetlands Protection), 11988 (Floodplain Protection), 12898 (Environmental Justice), the Clean Air Act, Clean Water Act, Fish and Wildlife Coordination Act, and U.S. DOT Act Section 4(f).

Construction for the proposed project is anticipated to begin in the summer of 2018. To ensure that all possible factors are considered, please provide written comments to the following address by May 31, 2017:

Brian Elliott, Regional Environmental Manager
DOT&PF Preliminary Design & Environmental
P.O. Box 196900
Anchorage, Alaska 99519-6900

If you have any questions or require additional information, please contact Edith McKee, P.E., Project Manager, at 269-7885 or Drew von Lindern, Environmental Impact Analyst, at 269-0551.

It is the policy of the Alaska Department of Transportation & Public Facilities (DOT&PF) that no person shall be excluded from participation in, or be denied benefits of any and all programs or activities we provide based on race, religion, color, gender, age, marital status, ability, or national origin, regardless of the funding source including Federal Transit Administration, Federal Aviation Administration, Federal Highway Administration and State of Alaska Funds.

The DOT&PF complies with Title II of the Americans with Disabilities Act of 1990. Individuals with a hearing impairment can contact DOT&PF at our Telephone Device for the Deaf (TDD) at (907) 269-0473.

November 2, 2017

State of Alaska
Department of Commerce, Community, and Economic Development
Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

RE: Standard Marijuana Cultivation Facility License #12833

Dear Sir or Madam,

This correspondence is in reference to your letter dated October 26th, 2017 requesting additional information/corrections to the above referenced application.

Enclosed please find:

1. MJ-01 Operating plan revised, re-written and re-worded to address bullets of your letter regarding pages 2, 4, 7, 12 and 13.
2. MJ-04 Cultivation supplemental also revised, re-written and re-worded to address bullets of your letter regarding page 5.
3. Alaska Loven It, LLC's signed operating agreement as requested
4. Publisher's affidavit and ad running 11/2/17 in the Homer News
5. sample label

The following items will be mailed 11/4/17:

MJ-00 Cover Sheet

MJ-02 Premise diagram attachment A with purple line labeled, attachment B with licensed premises labeled

Page of lease with expiration date

Please see section 20 Remedies, part e. Failure to Remove Property. This has the disclaimer regarding the landlord/lessor not taking possession of or removal of marijuana from the premises.

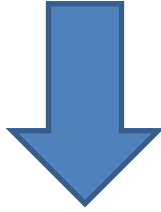
Thank you for your attention to this matter and we look forward to hearing from you.

Janiese Stevens

APPLICATION DOCUMENTS



CORRESPONDENCE



From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["alaskacitysupply@gmail.com"](mailto:alaskacitysupply@gmail.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Complete Application-Alaska Loven It, LLC license #12833
Date: Monday, December 18, 2017 2:15:00 PM
Attachments: [12833 Complete Application.pdf](#)

Hello,

Attached is correspondence regarding your marijuana establishment application. Please direct all correspondence to marijuana.licensing@alaska.gov.

Thank you
Jane

AMCO Staff
State of Alaska-DCCED
Alcohol and Marijuana Control Office (AMCO)
550 W 7th Avenue Ste. 1600
Anchorage, AK 99501

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["alaskacitysupply@gmail.com"](mailto:alaskacitysupply@gmail.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Incomplete Application-Alaska Loven It, LLC license #12833 *Corrections Follow up*
Date: Thursday, October 26, 2017 4:33:00 PM
Attachments: [12833 POPPP.pdf](#)
[12833 Publisher's Affidavit.pdf](#)
[incomplete MJ-01..pdf](#)
[incomplete MJ-04..pdf](#)

Good afternoon,

Following up on the corrections I received from you. I am including the most current documents we have in this email.

- The new MJ-01 needs corrections that didn't need before. So, with this in mind, when you make the corrections to this MJ-01 make sure that you are not removing text that needs to be there.
 - Page 2, first box, the restricted access area sign that should be at the entrance of a restricted access area should say "Restricted access area. Visitor must be escorted". You may have the other sign, but make sure that restricted access area(s) has complete and correct wording, AND what do you mean by "Licensed employee". Explain in the box.
 - Page 4, third box, expand upon the answer to this box and explain how the doors are going to be activated when the licensed premises is closed for business.
 - Page 7, first box, please explain in this box how the placement of the cameras will produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises. You sort of had it in the old version.
 - Page 12, first box, and page 13, read the regulations again. You must notify our office of the waste three days before you render the waste unusable and dispose of it, not after you have rendered it unusable.
 - Do you have a sample of the label your establishment will use to comply with 3 AAC 306.470 & 3 AAC 306.475, and if you have a logo, will you please provide a sample of it.
- The new MJ-02- What is the purple line? And will you please label the licensed premises. I know you are saying the entire building is going to be restricted access area which is fine, but you also need to identify the licensed premises because they are two different things. So, if the

entire building is going to be the licensed premises then just state it.

- The new MJ-04
 - Page 5, please expand upon your answer and explain in this box how your establishment will comply with 3 AAC 306.465.

The newspaper ad that you ran had two errors: it had the incorrect license number (you used your business license number not the marijuana license number), and the second letter in parenthesis after the regulation number should be a number one (1) not a letter. ALSO, I don't have a publisher's affidavit for all three times the newspaper ran 8/17/24/31/2017 (according to the actual ad). I need the publisher's affidavit for that. FINALLY, you will need to run an ad that has the correct information which should be:

Alaska Loven It, LLC is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #12833, doing business as ALASKA LOVEN IT, LLC, located at 2908 Kachemak Drive, Homer, AK, 99603, 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.

The lease you provided does not an expiration date AND it does not have the disclaimer that was requested on the incomplete letter. Excerpt: A disclaimer, usually under the "Default" section, that the landlord/lessor will not take possession of or remove marijuana from the premises, and AMCO will be contacted in the event that would need to happen. Unless I did not see it in which case please point it out.

The signed LLC's operating agreement is still pending from you to me.

Please note that this email does not extend the 90-day deadline for you to have this application complete per 3 AAC 306.025(f). The deadline for you to have this application complete is 01/01/2018.

Thank you

Jane P Sawyer

Occupational Licensing Examiner | Alcohol & Marijuana Control Office
550 W 7th Avenue, Ste. 1600, Anchorage, AK 99501 | 907-269-0350

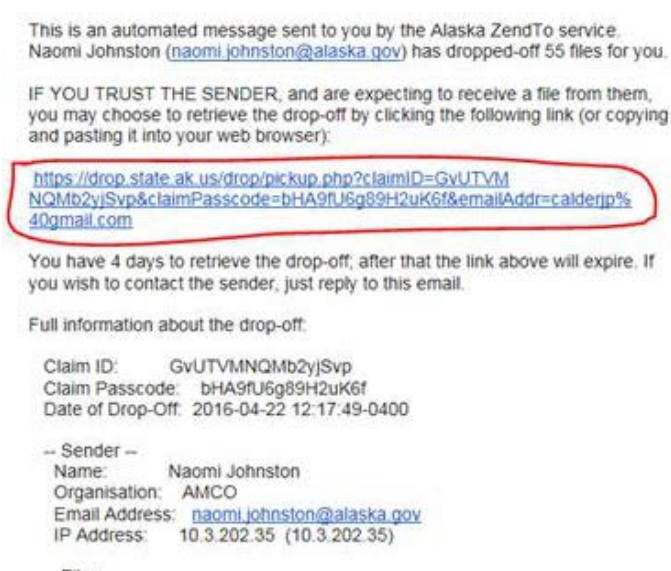
From: [Marijuana Licensing \(CED sponsored\)](#)
To: [Roberts, Jillian T \(DPS\)](#)
Cc: [Nakano, Lloyd M \(DPS\)](#); [Bowden, Pam A \(DPS\)](#); [Marijuana Licensing \(CED sponsored\)](#)
Subject: Fire Notice-New Standard MJ Cultivation Facility: Alaska Loven It, LLC license #12833
Date: Monday, December 18, 2017 2:30:00 PM
Attachments: [12833 Fire Notice.pdf](#)

State Fire Marshal officials,

Please find the attached notification for a new marijuana establishment license. Direct all correspondence to marijuana.licensing@alaska.gov.

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

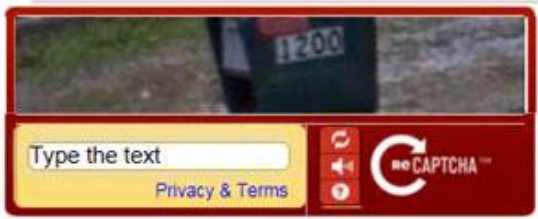
You will receive an email that looks like this:



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

Please prove you are a person

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



Pickup Files

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

Drop-Off Summary

Click on a filename or icon to download that file.

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

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

Jane Sawyer
State of Alaska-DCCED
Alcohol and Marijuana Control Office
550 W 7th Avenue Ste. 1600
Anchorage, AK 99501

907-269-0350

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["Lynda Gilliland"](#)
Cc: [Marijuana Licensing \(CED sponsored\): "alaskacitysupply@gmail.com"](#)
Subject: Following up on diagram-Alaska Loven It, LLC license #12833 *Still Incomplete*
Date: Monday, November 20, 2017 12:24:00 PM

Hello,

I have confirmed that either you have to move your bathroom, or you will have to have designate another entrance/receiving room to the facility, in other words, your entryway and receiving room cannot be the same as your bathroom/shower room.

Please submit a new diagram that reflects that.

Please note that this email does not extend the 90-day deadline for you to get your application deemed complete by our office or you will have to start over from scratch.

Thank you
Jane Sawyer
Occupational Licensing Examiner
Alcohol and Marijuana Control Office
907-269-0359

-----Original Message-----

From: Marijuana Licensing (CED sponsored)
Sent: Friday, November 17, 2017 9:56 AM
To: 'Lynda Gilliland' <lgilliland@horizonsatellite.com>
Cc: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: RE: Completed Supplemental Forms; License # 12833 1 of 3 part 2 - failure

Will you please call me. I have a question about the diagram.

Thank you
Jane Sawyer
Occupational Licensing Examiner
Alcohol and Marijuana Control Office
907-269-0359

-----Original Message-----

From: Lynda Gilliland [<mailto:lgilliland@horizonsatellite.com>]
Sent: Friday, November 03, 2017 12:38 AM
To: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: Completed Supplemental Forms; License # 12833 1 of 3 part 2 - failure

OK. I looks like MJ-01 got returned for the 3rd time as undeliverable. I reduced the size twice. I will send it in the mail with the MJ-04 attachments and the lease agreement page with expiration date. Super frustrating.

Lynda Gilliland

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["alaskacitysupply@gmail.com"](mailto:alaskacitysupply@gmail.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Incomplete Application-Alaska Loven It, LLC license #12833
Date: Tuesday, October 03, 2017 4:10:00 PM
Attachments: [12833 Incomplete Application Letter.pdf](#)

Hello,

Your application has been reviewed, attached is correspondence regarding corrections, additional documents, and/or resubmittals that need to be addressed. Please send any documents/correspondence to marijuana.licensing@alaska.gov.

Let me know if you need any of the documents you submitted.

Thank you
Jane

AMCO Staff
State of Alaska-DCCED
Alcohol and Marijuana Control Office (AMCO)
550 W 7th Avenue Ste. 1600
Anchorage, AK 99501

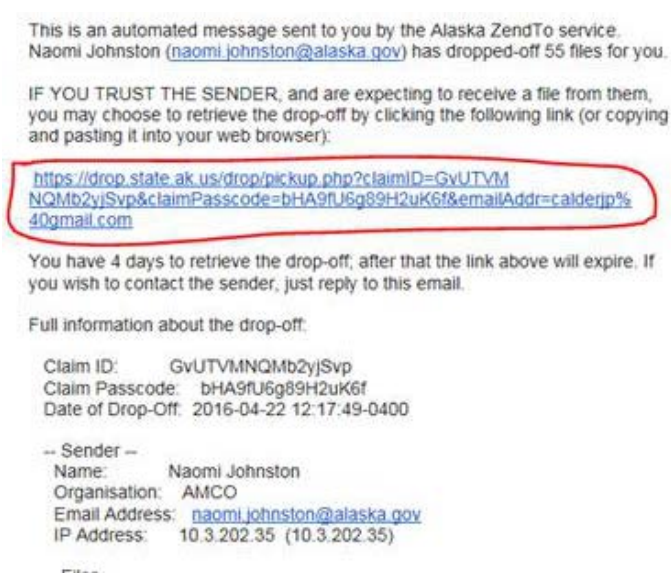
From: [Marijuana Licensing \(CED sponsored\)](#)
To: [Krause, Bobbie Renee \(GOV sponsored\)](#); clerk@cityofhomer-ak.gov
Cc: [Blankenship, Johni \(GOV sponsored\)](#); [Turner, Michele \(GOV sponsored\)](#)
Subject: LG Notice-New Standard MJ Cultivation Facility: Alaska Loven It, LLC license #12833
Date: Monday, December 18, 2017 2:41:00 PM
Attachments: [12833 LG Notice.pdf](#)

Dear local government officials,

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

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

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":

[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".

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Drop-Off Summary

Click on a filename or icon to download that file.

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 Tab13.pdf	application/pdf	10.0 MB	
 Tab14.pdf	application/pdf	3.5 MB	
 Tab15.pdf	application/pdf	1.4 MB	
 Tab16.pdf	application/pdf	513.9 KB	
 Tab17.pdf	application/pdf	812.2 KB	

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

Thank you,

Thank you

Jane Sawyer

Occupational Licensing Examiner

Alcohol and Marijuana Control Office
907-269-0350

NOTIFICATIONS

