

# Alcohol & Marijuana Control Office

Initiating License Application

6/1/2021 6:57:40 PM

**License Number:** 10025**License Status:** Active-Operating**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** MOOSE GARDEN, LLC.**Business License Number:** 2083439**Designated Licensee:** Marius Yinh**Email Address:** MooseGardenAK@gmail.com**Local Government:** Kenai Peninsula Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 60.140862, -149.411040**Physical Address:** 32273 Old Nash Rd.  
Seward, AK 99664  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10101103**Alaska Entity Name:** MOOSE GARDEN, LLC.**Phone Number:** 561-632-9213**Email Address:** MooseGardenAK@gmail.com**Mailing Address:** PO Box 190856  
Anchorage, AK 99508  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Angela Yinh**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 318-541-0640**Email Address:** amdelightak@gmail.com**Mailing Address:** PO Box 190856  
Anchorage, AK 99519  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Marius Yinh**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 561-632-9213**Email Address:** MooseGardenAK@gmail.com**Mailing Address:** PO Box 190856  
Anchorage, AK 99519  
UNITED STATES**Note:** No affiliates entered for this license.

# Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 6/23/21

License #/Type: 10025

Standard Cultivation

Designated Licensee: Marius Yin

AMCO Case#:

DBA: Moose Garden LLC

Premises Address: 32273 Old Nash Rd. Seward, AK 99664

Mailing Address: PO Box 190856 Anchorage, AK 99508

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

**Note: This is not an accusation or a criminal complaint.**

As of 6/16/21, Moose Garden LLC, 10025, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

**3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.**

**IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.**

**\*Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office  
ATTN: Enforcement  
550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501  
[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

## Davies, Jason M (CED)

---

**From:** Moose Garden <moosegardenak@gmail.com>  
**Sent:** Wednesday, June 30, 2021 9:41 AM  
**To:** Davies, Jason M (CED)  
**Subject:** Re: NOV Delinquency in Tax 10025  
**Attachments:** image001.png; Screenshot\_20210630-093722\_Chrome.jpg

**Categories:** CHECK BACK AND COMPLETE

Hello Mr. Davies,

Attached is a screenshot of my Tax from today. Now, that im update will my renewal application be completed?

Thank you

If you have any questions please contact me at 561-632-9213

Marius Vinh  
Owner  
Moose Garden License #10025

On Wed, Jun 23, 2021, 09:01 Davies, Jason M (CED) <[jason.davies@alaska.gov](mailto:jason.davies@alaska.gov)> wrote:

Hello-

Attached to this email is a notice of violation(s). You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board. **AMCO Enforcement must receive a notification from the Department of Revenue to rescind this notice of violation.**

**NOTE: You must provide proof that,**

1. **You are in a payment plan with the Department of Revenue regarding your most current violation.**

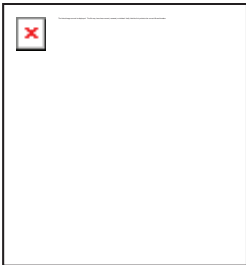
**OR**

2. **Copy of receipt or screenshot of your department of revenue account that shows your taxes are at a zero balance.**

Please only reply to this email with one of the two request above.

Questions or concerns should be forwarded to [amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov).

Thank you,



***Jason M. Davies***  
***Criminal Justice Technician II***

***AMCO Enforcement***  
***Alcohol & Marijuana Control Office***  
*550 W. 7<sup>th</sup> Ave, Suite 1600*

*Anchorage, AK 99501*  
*Office (907) 754-3410*  
[\*jason.davies@alaska.gov\*](mailto:jason.davies@alaska.gov)



Alaska Department of Revenue - Tax Division  
Revenue Online

Log Off

If you have questions concerning your Account Balance(s), please call 907-465-2385 or 907-465-2321.  
If you need help with or have questions about Revenue Online please call 907-269-0041.

## MARIJUANA TAX

## NAMES AND ADDRESSES

## I WANT TO...

Federal Employer Id

MRT-10118101-004

DBA Name

MOOSE GARDEN

[View My Profile](#)

Monthly

MRT-10118101-004

Legal Name

MOOSE GARDEN, LLC

[Make a Payment](#)

My Balance

\$ -311.91

Location Address

32273 OLD NASH RD SEWARD AK 99664-07

[View My Payments](#)

Pending

\$0.00

Mailing Address

PO BOX 724 SEWARD AK 99664-07

[Amend a Return](#)

Effective Balance

\$ -311.91

Payment Source

Setup

PERIODS

HISTORY

MESSAGES<sup>16</sup>LETTERS<sup>7</sup>

ALL PERIODS

## PERIODS FROM 30-JUN-2019

Change Date Filter

Period	Return Status		Tax	Penalty	Interest	Other	Credits	Balance	Messages
30-Jun-2021	Not Filed	Pay	0.00	0.00	0.00	0.00	0.00	0.00	
31-May-2021	Ontime-Processr	<a href="#">View Return</a>	Pay	2,935.75	0.00	0.00	3,000.00	-64.25	
30-Apr-2021	Late-Processed	<a href="#">View Return</a>	Pay	20,129.24	605.08	45.59	21,027.57	-247.66	
31-Mar-2021	Ontime-Processr	<a href="#">View Return</a>	Pay	0.00	0.00	0.00	0.00	0.00	
28-Feb-2021	Ontime-Processr	<a href="#">View Return</a>	Pay	3,377.31	0.00	0.00	3,377.31	0.00	
31-Jan-2021	Ontime-Processr	<a href="#">View Return</a>	Pay	2,783.22	0.00	0.00	2,783.22	0.00	
31-Dec-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	1,266.65	0.00	0.00	1,266.65	0.00	
30-Nov-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	7,465.25	0.00	0.00	7,465.25	0.00	
31-Oct-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	6,750.87	0.00	0.00	6,750.87	0.00	
30-Sep-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	10,951.70	0.00	0.00	10,951.70	0.00	
31-Aug-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	9,714.80	0.00	0.00	9,714.80	0.00	
31-Jul-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	4,780.66	0.00	0.00	4,780.66	0.00	
30-Jun-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	7,281.15	0.00	0.00	7,281.15	0.00	
31-May-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	3,881.90	0.00	0.00	3,881.90	0.00	
30-Apr-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	5,488.41	0.00	0.00	5,488.41	0.00	
31-Mar-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	2,042.20	0.00	0.00	2,042.20	0.00	
29-Feb-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	2,032.01	0.00	0.00	2,032.01	0.00	
31-Jan-2020	Ontime-Processr	<a href="#">View Return</a>	Pay	4,691.31	0.00	0.00	4,691.31	0.00	
31-Dec-2019	Ontime-Processr	<a href="#">View Return</a>	Pay	6,772.00	0.00	0.00	6,772.00	0.00	
30-Nov-2019	Ontime-Processr	<a href="#">View Return</a>	Pay	13,376.48	0.00	0.00	13,376.48	0.00	
31-Oct-2019	Ontime-Processr	<a href="#">View Return</a>	Pay	14,954.39	0.00	0.00	14,954.39	0.00	
30-Sep-2019	Ontime-Processr	<a href="#">View Return</a>	Pay	6,770.25	0.00	0.00	6,770.25	0.00	
31-Aug-2019	Ontime-Processr	<a href="#">View Return</a>	Pay	14,648.15	0.00	0.00	14,648.15	0.00	
31-Jul-2019	Ontime-Processr	<a href="#">View Return</a>	Pay	5,391.62	0.00	0.00	5,391.62	0.00	

24 Rows

\* - To increase font size adjust your browser zoom settings

**Warning:** As a security feature, this application will time out after 20 minutes of inactivity. Your information will NOT be saved after this time out.

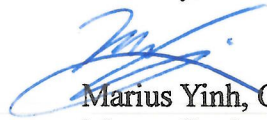
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Moose Garden LLC  
PO Box 724  
Seward, Alaska 99664

To Whom it May Concern with AMCO,

On June 16, 2021 Moose Garden LLC submitted a renewal of license. On June 23, 2021 Moose Garden received a NOV for late payment on taxes for the month of April, 2021. The taxes were all paid in full on June 24, 2021 for April and May. The payment was late due several of the A/C units had stopped working and I was having water issues. During this time period A/C workers were coming back and forth to Seward from Anchorage and I was unable to drive into Anchorage until the work was completed along with trying to maintain my crop from dying. My wife, being an RN at the hospital was unable to drive down to pick up the payment as well due to a shortage of providers. We have never been late on taxes or missed a payment since we opened Moose Garden LLC in July of 2019. This was a one time event of being late and will not happen again.

Sincerely,



Marius Vinh, Owner  
Moose Garden LLC  
Lic # 10025

AMCO

AUG 27 2021



# Alaska Department of Revenue - Tax Division Revenue Online

Home

Back

Help  
View Support ID

Navigation

My Accounts  
Marijuana Tax  
Request

Log Off

**IMPORTANT: To Edit a Previously Saved Request, Select the "Change" Tab Below This Banner**

Change Print

## MARIJUANA TAX RETURN

Federal Employer Id : \*\*-\*\*\*4530  
Name : MOOSE GARDEN, LLC  
Marijuana Tax : 10025  
Period : 30-Apr-2021  
Due : 01-Jun-2021  
Received : 24-Jun-2021  
Status : Late-Processed  
Confirmation # : 0-424-464-384

### 1. Taxpayer Information

#### TAXPAYER INFORMATION

Id Federal Employer Id [REDACTED] 4530  
Alaska Business License # 2083439  
Marijuana License Type Cultivation Facility  
Marijuana License # 10025  
Legal Name MOOSE GARDEN, LLC  
Business Name MOOSE GARDEN  
Mailing Address PO BOX 724  
Street 2 Unit Type Unit  
SEWARD ALASKA 99664-0724  
Foreign Country ☐ USA  
Contact OWNER  
Business Owner MARIUS YINH  
MOOSEGARDENAK@GMAIL.COM  
Telephone Number  
Phone Type Area Code Phone Number Extension  
Business Phone (561) 632-9213  
Mobile (561) 632-9213

Previous

\* - To increase font size adjust your browser zoom settings

**Warning:** As a security feature, this application will time out after 20 minutes of inactivity. Your information will NOT be saved after this time out.

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AMCO

AUG 27 2021



Alaska Marijuana Control Board

## Form MJ-20: Renewal Application Certifications

### What is this form?

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

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

### Section 1 – Establishment Information

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

Licensee:	Moose Garden LLC	License Number:	10025
License Type:	Standard Marijuana Cultivation		
Doing Business As:	Moose Garden LLC		
Premises Address:	32273 Old Nash Rd		
City:	Seward	State:	AK
		ZIP:	99664

### Section 2 – Individual Information

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

Name:	Marius Yink
Title:	Owner

### Section 3 – Violations & Charges

Premises Address:

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

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

Initials

☒

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

☒

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

☐

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

Initials

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

☒





Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

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

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

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

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

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

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

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

Marissa Vinh, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

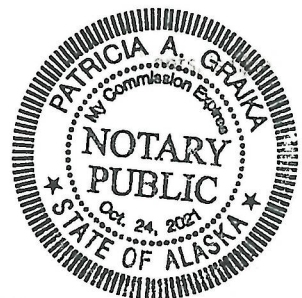
[Signature]  
Signature of licensee

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

My commission expires: 10/24/21

Marissa Vinh  
Printed name of licensee

Subscribed and sworn to before me this 27<sup>th</sup> day of August, 2021.





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

Alaska Marijuana Control Board

**Form MJ-20: Renewal Application Certifications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

Licensee:	Moose Garden LLC	License Number:	10025
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Moose Garden LLC		
Premises Address:	32273 Old Nash Rd		
City:	Seward	State:	AK
		ZIP:	99664

**Section 2 – Individual Information**

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

Name:	Angela H
Title:	Owner / President

**Section 3 – Violations & Charges**

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

Initials

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

ay
----

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

ay
----

I certify that a notice of violation has not been issued to this license between July 1, 2020 and June 30, 2021.

<input checked="" type="checkbox"/> ay
--

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

Initials

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

ay
----

[Form MJ-20] (rev 4/19/2021)

AMCO

JUN 16 2021

Page 1 of 2

AUG 27 2021





Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

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

Initials

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

ay

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

ay

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

ay

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

ay

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

ay

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

ay

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

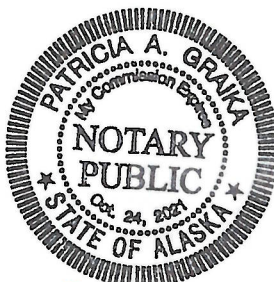
af

I, Angel Yink, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Signature of licensee

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 10/24/21

Subscribed and sworn to before me this 4th day of June, 2021.

AMCO

AUG 27 2021



## Commercial Building Lease Agreement

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of May, by and between, FROSTBITE LEASE SERVICES, LLC, an Alaska Limited Liability Company, the Landlord, whose address, for the purpose of this lease is:

PO Box 724, (mailing), 32273 Old Nash Road, (physical) Seward, Alaska 99664

And

MOOSE GARDEN, LLC an Alaska Limited Liability Company, the Tenant, whose address is, P.O. 190856 Anchorage, Alaska 99519.

**1. PREMISES AND TERM.** Landlord leases to Tenant under a "Full Service Agreement". the following real estate, situated at 32273 Old Nash Rd. Seward AK in Kenai Peninsula Borough, Alaska, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a lease beginning on the 1<sup>st</sup> day of May, 2019, and ending on the 1<sup>st</sup> day of May 2023, (a duration of four years), upon the condition that Tenant performs as provided in this lease. The lease may be extended for an additional term, up to 4 years, upon mutual agreement between the Landlord and Tenant of any changes, omissions or revisions to the lease terms as set forth by either party.

**2. RENT.** Tenant agrees to pay Landlord as rent, SEVEN THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$7,125.00) per month, in advance commencing on the first day of May, 2019 and on the first day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. In the event the tenant terminates the lease prematurely, this will in no way release the tenant from any liability or clause put forth in this lease agreement or liability for damage to the building done by the tenant. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall be subject to a charge of \$25 per day until paid in full. When the rent is delivered by mail it is the Tenants responsibility to mail payment early enough to reach the Landlord by the due date.

**Sales Tax:** There is, levied by the Kenai Peninsula Borough, a consumer's sales tax of up to 3 percent maximum rate on all retail sales, on all rents, and on all services made or rendered within the borough, measured by the gross sales price of the seller. The sales tax referred to shall be applied only to the first \$500.00 of each separate sale, rent or service transaction.

**3. POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

**4. PROPERTY TAX.** Tenant shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises. and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

**5. OCCUPIED SPACE.** The space occupied by the Tenant will be equal to 2250 SF of first floor space measured from the exterior of the building structure. Tenant will have driveway access to the exterior entrances of the building to include ( up to 4

vehicles) and/or interior vehicle parking. Tenant shall use the premises only for business activities, storage of equipment related to tenant's business.

**6. BUILD OUT.** The Landlord will provide interior alterations as agreed. 10 include interior walls, ventilation system, security system, etc.

**7. SIGNAGE.** Tenant may at its expense install a sign on the building to advertise the business, provided the sign does not damage the building.

**8. USE, CARE AND MAINTENANCE.**

**8.1 TENANT** takes the premises as is, except as herein provided. **Tenant intends to use the building for cannabis cultivation.**

**8.2 LANDLORD** shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, windows and window glass, parking area and driveways to include reasonably smooth graded and snow removal to allow access to building. Landlord shall not be liable for failure to make any repairs; or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant. **Landlord is aware of the Tenant's intended use as a cannabis cultivation facility. Landlord understands and acknowledges that no cannabis product can be obtained by Landlord from Tenant, whether in lieu of rent or otherwise.**

**8.3 TENANT** shall be responsible for the cost of repairs when damage is a result of actions of the Tenant or any of its agents, contractors, employees or invitees or as a result of any action related to the Tenants business activities on the premises.

**8.4 TENANT** shall maintain the premises in a reasonably safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (8.2) above, shall make all repairs, replacements and improvements to the premises, **INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANTS USE OF THE PREMISES.** Tenant shall make no structural changes or alterations without prior **WRITTEN** consent of the Landlord.

**9. UTILITIES AND SERVICES.** The landlord shall pay for all the utilities and services which may be used on the premises in the leased portion of the building. Independent heat and electrical systems will be provided to service the space leased by the Tenant. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repair or for improvements arising from causes beyond the control of Landlord. Tenant is required to provide an electrical service account with Seward Public Utilities and an auto-fill heating oil account with Shoreside Petroleum or other heating oil supplier approved by the Landlord. A \$25 per day penalty will be charged for each account and each day starting at the first day of the agreement that the tenant fails to provide these required utility service accounts.

**10. SURRENDER.** Upon Termination of this lease, Tenant will surrender the premises to Landlord in good and clean conditions, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond term of this lease and before acceptance of a long-term extension by both parties and the acceptance of rent by landlord shall constitute a month-to month extension of this lease.

**11. ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of landlord, which consent shall not unreasonably be withheld.



**12. INSURANCE.** Tenant shall be responsible to provide insurance documentation to the landlord as forth in 12.1-12.10 below. The landlord will provide all insurance coverage required.

**12.1 GENERAL.** Tenant acknowledges that the Landlord has an interest in maintaining a comprehensive insurance program for the Building and its tenants.

**12.2 LIABILITY, INSURANCE, INDEMNITY.** Tenant shall obtain and keep in force during the term of this Lease an "occurrence-based" (and not a "claims-made") policy of Commercial General liability insurance insuring Tenant, and naming Landlord as an additional insured, against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all appurtenant areas. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000.00) for injury, death or property damage. The limits of the insurance shall not, however, limit the liability of Tenant under this Lease.

**12.3 PROPERTY AND BUSINESS INTERPRETATION INSURANCE.** Tenant shall, at its own expense, also obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to Tenant's fixtures, equipment, office supplies and all other personal property of Tenant and its employees, agents, and invitees, and shall, at its own expense, obtain business interruption insurance with minimum limits of Fifty Thousand Dollars (\$50,000.00), to include Owners' building and fixtures.

**12.4 INSURANCE POLICIES.** Tenant shall deliver to Landlord copies of policies of insurance or certificates evidencing the existence and amounts of insurance with the Landlord listed as an insured. Tenant shall, within thirty (30) days prior to the expiration of such policies, furnish Landlord with extensions, or Landlord may order such insurance and charge the cost to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Article 12.

**12.5 TENANT'S RESPONSIBILITY FOR INSURANCE.** Tenant shall maintain on the building a policy of insurance covering loss to the Building, but with the cost of that insurance to be borne by Tenant, and with Landlord to be the named insured. The Tenant shall provide Landlord with a copy of that insurance policy. The tenant shall secure and maintain all insurance required to cover the leased property.

**12.6 WAIVER OF SUBERGATION.** Notwithstanding any other Article or provision of this Lease, Landlord and Tenant each release, relieves, and waives its entire right of recovery against, the other and the other's employees, agents and contractors, for loss of business, loss of rents, and damage to its property arising out of or incident to perils, to the extent covered by fire and extended coverage, and liability insurance endorsements approved for use in the State of Alaska, that occur in, on, or about the Premises, the Building common areas, parking areas and improvements, whether caused by the negligence of either party, their agents, employees, or contractors. Each party shall obtain from its insurer or insurers provisions permitting waiver of such claims against the other party for said loss or damage within the scope of the applicable insurance.

**12.7 TENANT'S HOLD HARMLESS.** To the extent not covered by insurance proceeds, Tenant shall indemnify, defend and hold Landlord and its officers, directors, shareholders, employees, agents and other representatives harmless from any and all claims

arising from Tenants use and/or possession of the Premises or from the conduct of its business or from any activity, work or tilings which may be permitted or suffered by Tenant in or about the Premises, except such work as is carried out at the

Building Lease Agreement

Frostbite Lease Services, LLC vs. Moose Garden, LLC

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request or direction of the Landlord, shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees, and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims or any actions or proceedings. This obligation shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), even if such claims, suits or proceedings are groundless, false or fraudulent, or termination of this Lease, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Premises (whether by sale, foreclosure, deed in lieu of foreclosure, or otherwise).

**12.8 LANDLORD'S HOLD HARMLESS.** To the extent not covered by insurance proceeds, Landlord (I) shall indemnify, defend and hold Tenant and its officers, directors, shareholders, employees, agents and other representatives harmless from any and all claims arising from Landlord's use and/or possession of the Building or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Landlord in or about the Building or Premises, not including the business or activities of other tenants in the Building. (2) shall indemnify, defend and hold Tenant harmless from any failure by Landlord to meet its affirmative obligations under this Lease, such as proper maintenance of parking lots, sidewalks, and common areas, and (3) shall further indemnify, defend and hold Tenant harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the provisions of the Lease or arising from any obligation of Landlord or any of its agents, contractors, employees or invitees, not including other tenants in the Building, and from any and all cost, attorney's fees, expenses and liabilities incurred in the defense of any such claims or any actions or proceedings. This obligation shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), even if such claims, suits or proceedings are groundless, false or fraudulent, and the conducting of all negotiations of any description, and the paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against the indemnified parties. The obligations of Landlord in this paragraph shall survive the expiration or termination of this Lease. The discharge of all other obligations owed by the parties to each other, and any transfer of title to the Premises (whether by sale, foreclosure, deed in lieu of foreclosure, or otherwise).

**12.9 HAZARDEOUS SUBSTANCES** Tenant agrees to indemnify, defend, save and hold Landlord harmless from any and all claims, liabilities, costs (including reasonable attorney's fees), and damages of whatsoever kind or nature, arising out of the release, threatened release, storage, generation, transportation, reclamation, recycling, or disposal of any hazardous waste, toxic substance, or any other regulated substance in, on or near the Premises caused by Tenant, its employees, agents, officers, directors, invitees or assigns use of the Premises during the term of the Lease or any extension. Notwithstanding the foregoing, Tenant's obligations and liabilities to Landlord shall be deemed not to extend to matters pre-existing at the time of the Lease, involving building components incorporated in the Building or the Premises, unless so incorporated by Tenant; or involving hazardous substances which flow, migrate or percolate into, onto, or under the Premises from locations outside the Premises. Such indemnification shall require Tenant to remediate at Tenant's sole cost and expense any such release or threatened release of hazardous waste or any regulated substance caused by Tenant to the satisfaction of the State's environmental authority department and any other governmental entity having jurisdiction, and shall require Tenant to comply with all federal, state and local statutes, rules, regulations, ordinances, orders and permits applicable to hazardous waste, toxic substance, or any other regulated substance. The Tenant agrees to provide copies of all permits required for the use, handling and storage of any controlled substance used, stored or handled on the Landlord's property leased by the Tenant. The provisions of this paragraph shall survive termination of this Lease as to any claim asserted arising out of an act or omission of Tenant prior to the termination of the Lease.

**12.10 Exemption of Landlord from Liability.** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or for any loss of income or damage" to the property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, storm, electricity, gas, water, rain or other acts of God, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Tenant acknowledges that its sole remedy from this kind of loss is the business interruption insurance required under Article 12.3.

### **13.DAMAGE OR DESTRUCTION.**

**13.1 Option to Terminate.** If the Premises or the Building are materially damaged or destroyed during the term of this Lease, landlord may, at landlords' option, cancel and terminate this lease by giving sixty (60) days written notice to Tenant of Landlord's election to do so within sixty (60) days after the date of the occurrence of such damage.

**13.2 Abatement of Rent.** If the Premises are partially damaged or destroyed and Landlord repairs or restores it without terminating this lease, the rent payable for the period during which such damage repair or restoration continues shall be abated in reasonable proportion to the degree to which the damage bears to the entire Premises. If damage to the Premises or the Building causes tenant to involuntarily cease business operations, rent payable during the period of business cessation shall be abated. Landlord shall have a reasonable period of time under the circumstances to complete repairs.

### **14.Assignment and Subletting.**

**14.1 Landlord's Consent Required.** Tenant shall not voluntarily or by operation of law assign, transfer, or sublet all or any part of tenant's interest in this lease or in the premises without Landlord's prior written consent, which shall not be unreasonably withheld. Any attempted assignment, transfer, or subletting without such consent shall be void and shall constitute a breach of this Lease.

**14.2 No Release of Tenant.** Regardless of Landlord's consent, no subletting or assignment shall release tenant of tenant's obligation to pay the rent and to perform all other obligations to be performed by tenant for the term of this lease, unless released in writing by landlord. The acceptance of rent by Landlord from any other persons shall not be deemed to be a waiver by landlord of any provisions of this lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

**15. LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly, or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

**16. IDEMNITY.** Except for the negligence of landlord, tenant will protect, defend, and indemnify landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by tenant or any person claiming through or under tenant.

**17. MECHANICS' LIENS.** Neither tenant, nor anyone claiming by, and through, or under tenant, shall have the right to file any mechanic's lien against premises. tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.



## 18. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

**18.1 Events of Default.** Each of the following shall constitute an event of default by Tenant (I) failure to pay rent when due; (2) failure to maintain utilities to the building i.e. electricity and heating oil, (3) failure to observe or perform any duties, obligations agreements, or conditions imposed on tenant pursuant to the terms of the lease; (4) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (5) Institution of voluntary bankruptcy proceedings by tenant; Institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of tenant under this lease agreement; appointment of a receiver for the property or affairs of tenant, where the receivership not vacated within ten (10) days after the appointment of the receiver.

**18.2 Notice of Default.** Landlord shall give tenant a written notice specifying the default and giving the tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of tenant, including rent) that cannot be remedied in the (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent 10 additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

**18.3 Remedies.** In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (I) Termination landlord may declare this lease to be terminated and shall give tenant a written notice of such termination the event of termination of this lease, landlord shall be entitled to prove claim for and obtain judgment against tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant notice to quit.

### 18.4 Special Default Notice regarding Cannabis Cultivation

In the event of Tenant's default, Landlord will not take possession of or remove any marijuana product from the premises. Further, the Alaska Marijuana Commission (AMCO) will be notified immediately of removal of marijuana product in the event of default. Tenant will be responsible for the cost required for removal of all equipment, inventory, (non cannabis), and any assets in the event of default.

**19. SIGNS.** Landlord, during the last ninety days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

**20. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

**21. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

**22. ADDITIONAL PROVISIONS.** Tenant will be required to obtain and provide to the landlord documentation of all insurances protecting the leased property and permits for the use bundling and storage of and potentially hazardous materials used or stored in the course of tenant's business activities. If tenant shall fail to keep or perform any of the covenants or

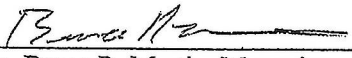
agreements herein contained, the landlord may deliver written notice giving tenant ten (10) days to cure breach, failing which this agreement will terminate in twenty (20) days and landlord may seek a court order to recover possession. If tenant fails to exercise due care and substantially the same breach occurs within six (6) months of the first occurrence, the landlord may terminate the agreement upon giving tenant five (5) days written notice. Tenant acknowledges and agrees that this provision constitutes a continuing demand for rent on the first (1<sup>st</sup>) day of each month during which it remains in effect.

**23. MISCELLANEOUS PROVISIONS.** *Amendments:* This Agreement may not be modified or amended except in writing and executed by both of the parties. *Jurisdiction:* The parties agree that if any legal action pertaining to the enforcement of this Agreement or any of its provisions is initiated by any party to the subject Lease, the jurisdiction and venue for said action shall lie exclusively with the Courts of the Third Judicial District for the State of Alaska. *Entire Agreement:* This Agreement shall constitute the entire agreement between the parties hereto, and no other agreement unless in writing and signed by the parties hereto shall be binding upon the parties with respect to the subject Premises. If the Landlord, its agents or employees have made any representations or promises with respect to any part of the Premises, the same shall not be valid unless reduced to writing and incorporated herein. *Severability:* In the event any provision of this Agreement shall be held invalid, such provisions shall be deemed severable and the remaining provisions hereof shall remain in full force and effect. *No Waiver:* No delay or failure on the part of the landlord in insisting upon the strict performance of the terms hereof or in exercising any remedy or right under this Agreement shall operate as a waiver of such remedy or right.

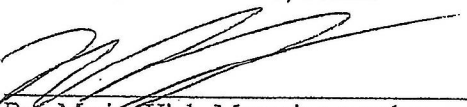
**24. NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be delivered by hand to the party for which it is intended, or sent by regular mail to the party to the address for the party as set out in the preamble of this Agreement or to such other address as either party may stipulate by notice to the other.

**CAUTION: READ BEFORE SIGNING!**

FROSTBITE LEASE SERVICES, LLC, Landlord

  
By: Bruce R. Martin, Managing member  
Date: 4/19/19

MOOSE GARDEN LLC, Tenant

  
By: Marius Vinh, Managing member  
Date: 5/1/19



Department of Commerce, Community, and Economic Development

# CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	MOOSE GARDEN, LLC.

**Entity Type:** Limited Liability Company

**Entity #:** 10101103

**Status:** Good Standing

**AK Formed Date:** 2/28/2019

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2023

**Entity Mailing Address:** PO BOX 190856, ANCHORAGE, AK 99519

**Entity Physical Address:** 5328 CARIBOU AVE, ANCHORAGE, AK 99508

### Registered Agent

**Agent Name:** Angela Yinh

**Registered Mailing Address:** PO BOX 190856, ANCHORAGE, AK 99519

**Registered Physical Address:** 5328 CARIBOU AVENUE, ANCHORAGE, AK 99508

### Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Angela Yinh	Member, Manager	50.00
	Marius Yinh	Member	50.00

## Filed Documents

Date Filed	Type	Filing	Certificate
2/28/2019	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
2/28/2019	Initial Report	<a href="#">Click to View</a>	
10/21/2020	Biennial Report	<a href="#">Click to View</a>	
12/14/2020	Change of Officials	<a href="#">Click to View</a>	

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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

**MOOSE GARDEN, LLC.**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective February 28, 2019.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

Julie Anderson  
Commissioner

Department of Commerce, Community, and Economic Development  
CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	MOOSE GARDEN, LLC.

Entity Type: Limited Liability Company

Entity #: 10101103

Status: Good Standing

AK Formed Date: 2/28/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: PO BOX 190856, ANCHORAGE, AK 99519

Entity Physical Address: 5328 CARIBOU AVENUE, ANCHORAGE, AK 99508

### Registered Agent

Agent Name: Angela Yinh

Registered Mailing Address: PO BOX 190856, ANCHORAGE, AK 99519

Registered Physical Address: 5328 CARIBOU AVENUE, ANCHORAGE, AK 99508

### Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former	
			Owned	
	Angela Yinh	Member	50.00	
	Marius Yinh	Manager, Member	50.00	

### Filed Documents

Date Filed	Type	Filing	Certificate
2/28/2019	Creation Filing	Click to View	Click to View
2/28/2019	Initial Report	Click to View	

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THE STATE

of  
**ALASKA**

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

AK Entity #: 10101103  
Date Filed: 02/28/2019  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Limited Liability Company**  
Initial Biennial Report

Web-2/28/2019 5:18:36 PM

Entity Name: MOOSE GARDEN, LLC.  
Entity Number: 10101103  
Home Country: UNITED STATES  
Home State/Province: ALASKA

**Registered Agent**

Name: Angela Vinh  
Physical Address: 5328 CARIBOU AVENUE,  
ANCHORAGE, AK 99508  
Mailing Address: PO BOX 190856, ANCHORAGE,  
AK 99519

Entity Physical Address: 5328 CARIBOU AVENUE, ANCHORAGE, AK 99508

Entity Mailing Address: PO BOX 190856, ANCHORAGE, AK 99519

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
Angela Vinh	PO Box 190856, Anchorage, AK 99519	50	Member
Marius Vinh	PO Box 190856, Anchorage, AK 99519	50	Manager, Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New-NAICS Code (optional):

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

Name: Lance C. Wells, Atty.

NAICS Code: 111998  
Entity Name: MOOSE GARDEN, LLC.

**Limited Liability Company Agreement of  
Moose Garden LLC  
32273 Old Nash Rd  
Seward, Alaska 99664**

**THIS OPERATING AGREEMENT** (this "Agreement") of Moose Garden LLC, (the "Company"), is executed and agreed to, for the good and valuable consideration, by the undersigned members (the "members")

**I. Formation.**

**A. State of Formation.** This is a Limited Liability Company Operating Agreement for Moose Garden LLC, a Member managed Alaska limited liability company form under and pursuant to Alaska Law

**B. Operating Agreement Controls.** To the extent that the right or obligations of the Members or the Company under provision of the Operating Agreement differ from what they would be under Alaska law absent such a provision, the Agreement, to the extent permitted under Alaska law, shall control.

**C. Primary Business Address.** The location of the primary place of business of the Company is:

32273 Old Nash Rd. Seward, Alaska 99664

The Company Mailing Address is:

PO Box 190856, Anchorage, Alaska 99519

**D. Registered Agents.** The Company's initial agents for service of process is Angela Vinh and Marius Vinh.

**II. Purpose and Powers**

**A. Purpose:** The Company is created for the following business purposes:

Standard Marijuana Cultivation- Wholesale Only

**B. Powers:** The Company shall have all the powers of a Limited Liability Company set forth under Alaska Law.

**C. Duration:** The Company's term shall commence upon the filing of and Articles of Organization and all other such necessary materials with the State of Alaska. The Company will operate until terminated as outlined in the Agreement unless:

1. A majority of the Member vote to dissolve the Company
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska Law

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3. It becomes unlawful for either Member of the Company to continue in business.

4. A judicial decree is entered that dissolves the Company

5. Any other event results in the dissolution of the Company under federal or Alaska Law.

### III. Members

A. Members The Members of the Company and their Membership Interest at the time of adoption of this Agreement are as follows:

Angela Vinh 50%

Marius Vinh 50%

B. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Alaska Law, no Member shall be personally liable for and acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgement, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or Value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement.

C. The Members will have 90 days to decide if they want to buy the Membership interest together and disperse it equally should a Member die, be declared incompetent, or withdraw from the Company.

D. Voting power of the Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

E. Duties of the Members shall be:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks, cash and other Limited Liability Company documents and bank accounts.

2. At all times hold itself out of being a legal entity separate from the Members and any other person and conduct its business in its own name.

3. File its own tax returns, if an , as may be required under applicable law, and pay any taxes required to be paid under applicable law.

4. Pay its own liabilities only out of its own funds, except with respect to organizational expenses.

5. Pay salaries of its own employees, if any out of its own funds.

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6. Maintain adequate capital in light of its contemplated business purposes.
7. Not require any obligations or securities of the Members and observe all other Limited Liability formalities.

**IV. Compensation of Members.** The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meeting of the Members, which may be a fixed sum. Members may agree upon a fixed compensation for their services. Members may elect not to seek compensation until the Company is in a financial status to start compensation.

A. Any non-cash asset distribution to one or more Members in or if liquidation of the Company shall first be valued at its fair market value to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this agreement. These assets may be appraised by an outside appraisal company for the benefit of fair market value.

B. The Company shall terminate when all of the assets of the Company, after payment of or due provision for the debts, liabilities and obligations of the Company have been extinguished in full. The Company will then register with the State of Alaska as being dissolved by the Member Angela Vinh.

**V. Accounting and Distributions.**

A. Fiscal Year of the Company shall end on the last day of December

B. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions shall be issues on annual basis, if needed, based upon the Company's fiscal year. The distribution will be agreed upon, if needed, by all Members.

D. All tax liabilities will be paid first prior to any Members compensation as agreed upon by the Members.

**VI. Insurance.**

The Company shall have the power to purchase and maintain insurance on all assets deemed necessary by the Members and to include building, flood, general liability, inventory and any other insurance as agreed upon by the Members.

**VII. General Provisions**

A. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

B. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska law.

C. This Agreement may be amended only by written content of all the Members. Upon obtaining the approval of any such amendments, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska Law.

D. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreement and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of July 15, 2019.

By:   
Angela Yin

Date: 7/15/2019

By:   
Marius Yin

Date: 7/15/2019

AMCC

JUN 16 2021