

**Alcohol & Marijuana Control Office****License Number:** 10322**License Status:** Active-Operating**License Type:** Marijuana Concentrate Manufacturing Facility**Doing Business As:** BABYLON COMPANY, LLC**Business License Number:** 1031002**Designated Licensee:** Dave DeLuca**Email Address:** thebabyloncompany@gmail.com**Local Government:** Anchorage (Municipality of)**Local Government 2:****Community Council:** Taku Campbell**Latitude, Longitude:** 61.158805, -149.862056**Physical Address:** 6820 Rosewood Street #9  
Anchorage, AK 99518  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10034994**Alaska Entity Name:** Babylon Company, LLC**Phone Number:** 907-748-3763**Email Address:** thebabyloncompany@gmail.com**Mailing Address:** 6820 Rosewood Street, Unit 9  
Anchorage, AK 99518  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Matthew Jones**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-349-0059**Email Address:** beartooth.ak@gmail.com**Mailing Address:** 6820 Rosewood St. Unit 9  
Anchorage, AK 99518  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Dave DeLuca**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-349-0059**Email Address:** thebabyloncompany@gmail.com**Mailing Address:** 6820 Rosewood St. Unit 9  
Anchorage, AK 99518  
UNITED STATES**Entity Official #3****Type:** Individual**Name:** David Caldwell**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-349-0059**Email Address:** david.caldwellak@gmail.com**Mailing Address:** 6820 Rosewood St. Unit 9  
Anchorage, AK 99518  
UNITED STATES**Note:** No affiliates entered for this license.



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:	Babylon Company, LLC.	License Number:	10322		
License Type:	Concentrate Manufacturing				
Doing Business As:	Babylon Company, LLC.				
Premises Address:	6820 Rosewood St. Unit 9				
City:	Anchorage	State:	AK	ZIP:	99518

## Section 2 – Individual Information

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

Name:	Dave DeLuca
Title:	Founder

## 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.

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:

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.

DD

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.

DD

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

DD

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

DD

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

DD

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.

DD


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.

DD

I, Dave DeLuca, 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.

DD

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

  
 Notary Public in and for the State of Alaska

Dave DeLuca  
 Printed name of licensee

My commission expires: 10/17/2022

Subscribed and sworn to before me this 3<sup>rd</sup> day of June, 2021.





Alaska Marijuana Control Board

# Form MJ-20: Renewal Application Certifications

Alcohol and Marijuana Control Office

550 W 7<sup>th</sup> 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

## 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:	David Caldwell	License Number:	10322		
License Type:	Concentrate Manufacturing				
Doing Business As:	Babylon Company, LLC.				
Premises Address:	6820 Rosewood St. Unit 9				
City:	Anchorage	State:	AK	ZIP:	99518

## Section 2 – Individual Information

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

Name:	David Caldwell
Title:	Project Manager

## 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.

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).



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.



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.



I, DAVID C CALDWELL, 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: 10/31/24

Subscribed and sworn to before me this 25th day of May, 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.

<b>Licensee:</b>	Mathew Jones	<b>License Number:</b>	10322
<b>License Type:</b>	Concentrate Manufacturing		
<b>Doing Business As:</b>	Babylon Company, LLC.		
<b>Premises Address:</b>	6820 Rosewood St. Unit 9		
<b>City:</b>	Anchorage	<b>State:</b>	AK
		<b>ZIP:</b>	99518

## Section 2 – Individual Information

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

<b>Name:</b>	Mathew Jones
<b>Title:</b>	QA/QC

## Section 3 – Violations & Charges

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).



# 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.

*[Handwritten initials]*

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.

*[Handwritten initials]*

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

*[Handwritten initials]*

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

*[Handwritten initials]*

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

*[Handwritten initials]*

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.

*[Handwritten initials]*

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.

*[Handwritten initials]*

I, Matthew Jones, 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.

*[Handwritten initials]*

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.

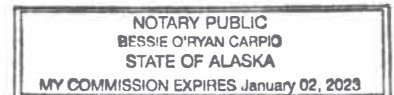
*[Handwritten signature]*  
Signature of licensee

*[Handwritten signature]*  
Notary Public in and for the State of Alaska

Matthew Jones  
Printed name of licensee

My commission expires: 01/02/2023

Subscribed and sworn to before me this 13 day of May, 2021.



## STANDARD RENTAL AGREEMENT

The Babylon Company, LLC.

The undersigned hereinafter called the tenant agrees as of 4/1/16 to rent the premises known as Unit 9, 6820 Seward Street, in Anchorage, Alaska on a month-to-month tenancy.

1. RENT: The tenant shall pay rent in advance in the amount of \$1500 per month, by mailing to 3705 Arctic Blvd #1189 Anchorage AK so rent is received before the first of the month.
2. LATE CHARGE: Tenant understands that if the full amount of rent is not RECEIVED BY THE last day of the month, there will be a ten percent (10%) late charge in addition to the full amount of rent. If any rental payment and late charges are not made within seven (7) days from due date, it is cause for immediate termination of this rental agreement.
3. SECURITY DEPOSIT: The security deposit is \$1500. It is understood that the following conditions will be met and landlord will be deduct any amounts necessary from said security deposit to correct any deficiencies or damages. The deposit may not be used as rent.
  - a. Tenant shall fully perform obligations hereunder and those of applicable government authority.
  - b. Tenant shall clean and restore premises and return same to landlord in its original condition except for normal wear and tear, upon termination of this tenancy. Any approved tenant improvements become the property of the landlord.
  - c. Tenant shall have remedied and repaired any damage to the premises. In particular repair of damage to the garage door by striking from the outside or inside is the responsibility of tenant.
  - d. Tenant shall surrender to landlord all keys to the premises.
  - e. Tenant shall be current on all rents owing.
  - f. The bathroom shall be kept clean. If it is not maintained and landlord must clean it during the tenancy, the tenant shall be charged \$200 for each cleaning which will be due and payable with the next rent payment.
  - g. Should damage occur to the garage door panels, tenant is responsible for repair
4. UTILITIES AND INSURANCE: Tenant shall register both gas and electric in it's name and keep utilities current and shall maintain comprehensive public liability insurance insuring tenant and landlord against any liability, including without limitation damages to other portions of the building arising out of the rental, use, occupancy or maintenance of the rented premises and areas appurtenant thereto in an amount not less than \$500,000 and such certificate of insurance shall recite that said policy may not be canceled without 30 days written notice to landlord.
5. PURPOSE: The premises shall not be used for any purpose other than tenant's storage and business, which consists of



marijuana extraction Lab. No other business shall be conducted without written permission of the landlord. Tenant shall not sublet or assign the premises without prior written consent of the landlord. There is no outside storage of any kind and 24-hour parking or overnight parking is not allowed.

6. NOTICE TO VACATE: Tenant understands that to terminate tenancy, written notice must be given to landlord at least thirty (30) days prior to the next rental due date. Landlord shall give the tenant thirty (30) days written notice of their intentions to terminate for other than cause.
7. THE PREMISES: Tenant shall keep the part of the premises it occupies safe and clean, not intentionally nor negligently damaging or removing any part of the premises or building, nor permit anyone to do so. Landlord reserves the right of access to the unit for purposes of inspections or repairs. Tenant shall not paint in or on the premises or any part of the building, or make any alterations or to the premises or penetrations into the walls without written consent of landlord. Any alterations to the unit must be made pursuant to all codes. When tenant vacates the premises, should landlord so request tenant shall return the unit to its original condition. Replacement of all light bulbs is the responsibility of tenant. Landlord will maintain the fixtures. Tenant must have available the minimum required fire extinguisher which is a 3A-40BC with a current tag to each level of unit. A new lock has been installed and two keys provided tenant. If additional keys are needed, Landlord shall be reimbursed for same. A dumpster is located at the east end of the asphalt for use of tenant-generated only. It is currently emptied \_\_\_\_\_. No hazardous materials should be placed in the dumpster. The dumpster shall not be filled above it's lid. Snow removal is provided by landlord and will be scheduled as required prior to 7 AM.

DATED 3/15/16

LANDLORD

SJS

TENANT

[Signature]

(signature) THE Babylon Company, LLC

David DeLuca

(printed Name)

3160 W. 7th place Anchorage, AK  
address

Contact Phone Numbers:

678-416-0094

All odors will be mitigated by use of carbon filter within controlled room environment. IF numerous complaints arise, attempts will be made to correct. IF odors persist, tenant will vacate if complaints continue.

Babylon Company, LLC  
6820 Rosewood St. Unit 9  
Anchorage, AK 99518

7/28/2020

Craig King, Landlord  
J.R. Heritage Construction, Inc.  
3705 Arctic Blvd., #1189  
Anchorage, AK 99503

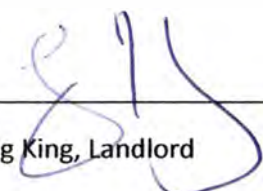
Dear Mr. King:

This letter is to serve as an addendum to the perpetual lease for the Babylon Company at 6820 Rosewood St., Unit 9 Anchorage, AK 99518. Added to the lease agreement is the following:

Included is a disclaimer that the landlord/lessor will not take possession of or remove marijuana from the premises, and that AMCO will be contacted in the event that this is necessary.

Sincerely,

Babylon Company, LLC  
Dave DeLuca, CEO

  
\_\_\_\_\_  
Craig King, Landlord

Babylon Company, LLC  
6820 Rosewood St., Unit 9  
Anchorage, AK 99518

May 18, 2021

Craig King, Landlord  
J.R. Heritage Construction, Inc.  
3705 Arctic Blvd., #1189  
Anchorage, AK 99503

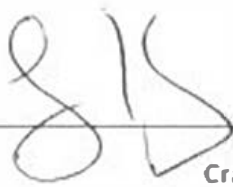
Dear Mr. King:

This letter is to inform the State of Alaska and the Municipality of Anchorage that you have given permission to Babylon Company, LLC to continue to engage in cannabis concentrate manufacturing at the leased address, 6820 Rosewood St., Unit 9 Anchorage, AK 99518. This permission is required for the renewal of our permits.

By signing, you inform the State and Municipality that Babylon Company, LLC has your explicit permission to continue doing business within the scope of State and Municipal regulation.

Sincerely,

Babylon Company, LLC  
Dave DeLuca, CEO

  
Craig King, Landlord

**OPERATING AGREEMENT  
OF  
BABYLON COMPANY, LLC**

This Operating Agreement is made and entered effective as of the 6<sup>th</sup> day of March 2021, by and amongst DAVID CALDWELL, DAVE DELUCA and MATTHEW JONES (referred to herein as the "Members"). The Members have caused to be formed an Alaska Limited Liability Company and desire to set forth certain operation provisions as provided herein.

**The Members hereto agree as follows:**

1. The name of the Company is Babylon Company, LLC (sometimes referred to herein as the "Company").

2. The Members hereby agree to form and operate the Company under the terms and conditions set forth herein, and as provided in the Company's Articles of Organization. Except as otherwise provided herein and the Articles of Organization, the rights and liabilities of the Members and any person who may hereafter become a member (referred to herein as "Members") shall be governed by the Alaska Revised Limited Liability Act, AS 10.50, as amended (the "Act").

3. A failure to observe any formalities or requirements of this Operating Agreement, the Articles of Organization for the Company or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

4. The Members have formed the Company under the Act, and expressly do not intend hereby to form a joint venture or a partnership under either the Alaska Uniform Partnership Act or the Alaska Uniform Limited Partnership Act, or a corporation under the Alaska Corporations Code. The Members do not intend to be a partner to any other member, or a partner to any third party. The Members hereto agree and acknowledge that the Company is to be treated as a partnership or sole proprietorship, as applicable, for federal and state income tax purposes.

5. The Company has been organized for the purpose of engaging in activities related to marijuana concentrate manufacturing and any other lawful activity.

6. Subject to the provisions of this Operating Agreement and the Act, the Company shall have the following powers:

(a) To conduct and operate the business of the Company and to execute documents and instruments relating to the Company business, including, but not limited to agreements, notes, leases, contracts and other documents.

(b) To obtain short or longterm borrowings as reasonably necessary for the business of the Company.

(c) To procure and maintain insurance covering the various risks to which the Company or its operations may be subject.

(d) To open bank accounts in the name of the Company, designate the authorized signatures therefor and make deposits and withdrawals from Company accounts on the signatures of one or more designated individuals.

(e) To pay expenses incurred in performing the business and purposes of the Company.

(f) To employ, discharge and pay compensation of accountants, lawyers, and others whose services are required or necessary.

(g) To prosecute or defend, as the case may be, suits, arbitration or administrative proceedings asserted against or brought on behalf of the Company.

(h) To acquire and dispose of real and personal property and interests therein.

(i) To do all things necessary, incidental or convenient to the exercise of the foregoing powers or to the accomplishment of the Company's purposes.

7. The Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, the Members and their successors and assigns. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Operating Agreement or any agreement between the Company and the Members with respect to any contribution or otherwise.

8. All Company property shall be owned by the Company as an entity and the Members shall not have any ownership interest in such property in the Members' individual name or right, and the Members' interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Operating Agreement, the Company shall hold all Company property in the name of the Company and not in the name or names of the Members.

9. The principal office and mailing address of the Company shall be located at 6820 Rosewood St. Unit 9, Anchorage, AK 99518, or at such other place designated by the Members. The Company's registered office is 901 Photo Avenue, Anchorage, AK 99503, and the Company's registered agent at such address is Jana Weltzin. The Company may have other places of business at any other place or places as the Members may from time to time deem advisable.

10. The Members' respective percentage interest in the Company shall be as follows:

David Caldwell	5.26%
Dave DeLuca	73.69%
Matthew Jones	21.05%

Any additional capital contributions shall be upon agreement of the Members. The Company shall establish and maintain a capital account for the Members in accordance with treasury regulations issued under IRC Section 704. Except as may otherwise be required by applicable law or as otherwise set out herein, net profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in proportion with their respective percentage interests in the Company. From time to time, the Members may determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves and mandatory distributions, if any. To the extent such excess cash is determined to exist, the excess cash shall be distributed to the Members in accordance with their percentage interests.

11. The Company shall be managed by the Members. The Members shall make decisions by majority vote on the basis of their percentage interests.

12. This Operating Agreement may be amended or modified from time to time only by a written instrument adopted and executed by the Members.

13. A member shall not have the right to transfer or assign that member's membership interest to a non-member without the written consent of the non-transferring members.

14. This Operating Agreement shall be effective as of March 6, 2021.

IN WITNESS WHEREOF the parties have caused to be executed this Operating Agreement as of the date first written above.

**MEMBERS:**

**DAVID CALDWELL**

By:  \_\_\_\_\_

**DAVE DELUCA**

By:  \_\_\_\_\_

**MATTHEW JONES**

By:  \_\_\_\_\_