

Alcohol & Marijuana Control Office

Initiating License Application

6/10/2021 3:08:10 PM

License Number: 10800**License Status:** Active-Operating**License Type:** Retail Marijuana Store**Doing Business As:** THE FIREWEED FACTORY LLC**Business License Number:** 1034839**Designated Licensee:** Paul V Disdier**Email Address:** thefireweedfactory@gmail.com**Local Government:** Juneau (City and Borough of)**Local Government 2:****Community Council:****Latitude, Longitude:** 58.300000, -134.407000**Physical Address:** 237 Front Street
Juneau, AK 99801
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10032994**Alaska Entity Name:** The Fireweed Factory LLC**Phone Number:** 907-957-2670**Email Address:** thefireweedfactory@gmail.com**Mailing Address:** 8393 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Paul V Disdier**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-957-2670**Email Address:** thefireweedfactory@gmail.com**Mailing Address:** 8393 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #2****Type:** Individual**Name:** James Disdier**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-957-5492**Email Address:** jfdjuneau@gmail.com**Mailing Address:** 9951 Stephen Richards Memoria
I Dr. #29
Juneau, AK 99801
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Michael Stark**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-321-0807**Email Address:** mjx2@att.net**Mailing Address:** 9567 Meadow Lane
Juneau, AK 99801
UNITED STATES**Entity Official #4****Type:** Individual**Name:** Robert Banghart**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-209-1344**Email Address:** BANGER9@gmail.com**Mailing Address:** 6615 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #5****Type:** Individual**Name:** Joseph Lilly**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-209-8338**Email Address:** jntlw224185@gmail.com**Mailing Address:** PO Box 240008
Juneau, AK 99824
UNITED STATES

Entity Official #6

Type: Individual
Name: Shane Quigley
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-957-1482
Email Address: quigleys@me.com
Mailing Address: 4449 Mountainside
Juneau, AK 99801
UNITED STATES

Entity Official #7

Type: Individual
Name: Callahan Dillon
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 541-977-5426
Email Address: dilloncallahan@gmail.com
Mailing Address: 2936 Douglas Hwy
Juneau, AK 99624
UNITED STATES

Entity Official #8

Type: Individual
Name: William Lomax
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-612-1919
Email Address: w.lomax123@gmail.com
Mailing Address: PO Box 211635
Auke Bay, AK 99821
UNITED STATES

Entity Official #9

Type: Individual
Name: Paul F. Disdier
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-723-1325
Email Address: pauldisdier@hotmail.com
Mailing Address: 8393 N Douglas Highway
Juneau, AK 99801
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:	The Fireweed Factory LLC	License Number:	3a-10800		
License Type:	Marijuana Retail				
Doing Business As:	The Fireweed Factory LLC				
Premises Address:	237 Front Street				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Individual Information

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

Name:	Callahan Dillon
Title:	LLC member

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

CD

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.

CD

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

CD

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.

CD

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.

CD

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

CD

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

CD

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

CD

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.

CD

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.

CD

I, Callahan Dillon, 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.

CD

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

Callahan Dillon
Printed name of licensee

My commission expires: 12/4/24

Subscribed and sworn to before me this 9th day of June, 2021.





Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

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

What is this form?

This 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:	The Fireweed Factory LLC	License Number:	3a-10800		
License Type:	Marijuana Retail				
Doing Business As:	The Fireweed Factory LLC				
Premises Address:	237 Front Street				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Individual Information

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

Name:	Paul V. Disdier
Title:	General Manager – Member LLC

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

P.V.D.

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.

P.V.D.

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

P.V.D.

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.

G.V.D.

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.

G.V.D.

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

G.V.D.

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

G.V.D.

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

G.V.D.

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.

G.V.D.

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.

G.V.D.

I, Paul V. Disdier, 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.

G.V.D.

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.

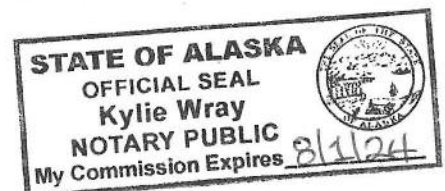
Paul V. Disdier
Signature of licensee

Kylie Wray
Notary Public in and for the State of Alaska

Paul V. Disdier
Printed name of licensee

My commission expires: August 1, 2021

Subscribed and sworn to before me this 27th day of May, 2021.





Alaska Marijuana Control Board

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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:	The Fireweed Factory LLC	License Number:	3a-10800		
License Type:	Marijuana Retail				
Doing Business As:	The Fireweed Factory LLC				
Premises Address:	237 Front Street				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Individual Information

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

Name:	William Lomax
Title:	Owner / Member LLC

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.

WL

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.

WL

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

WL

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).

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**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.

WL

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.

WL

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

WL

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

WL

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

WL

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.

WL

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.

WL

I, William Lomax, 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.

WL

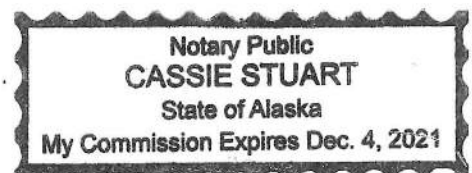
As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide 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

William Lomax

Printed name of licensee

My commission expires: 12/04/2021Subscribed and sworn to before me this 24th day of May, 2021.



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

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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:	The Fireweed Factory LLC	License Number:	3a-10800		
License Type:	Marijuana Retail				
Doing Business As:	The Fireweed Factory LLC				
Premises Address:	237 Front Street				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Individual Information

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

Name:	ROBERT C. BANGHART
Title:	LLC SHAREHOLDER

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).



**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.

RB

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.

RB

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

RB

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

RB

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

RB

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.

RB

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.

RB

I, ROBERT BANGHART, 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.

RB

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

Printed name of licensee

My commission expires: March 1, 2025Subscribed and sworn to before me this 24 day of May, 2021.



Alaska Marijuana Control Board

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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).

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Section 1 – Establishment Information

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

Licensee:	The Fireweed Factory LLC	License Number:	3a-10800		
License Type:	Marijuana Retail				
Doing Business As:	The Fireweed Factory LLC				
Premises Address:	237 Front Street				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Individual Information

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

Name:	Joseph Lilly
Title:	LLC member

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).



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

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Initials

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[Signature]

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.

[Signature]

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

[Signature]

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

[Signature]

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

[Signature]

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.

[Signature]

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.

[Signature]

I, Joseph Lilly, 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.

[Signature]

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.

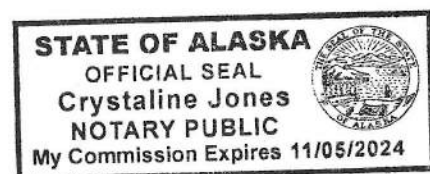
Joseph Lilly
Signature of licensee

Crystalline Jones
Notary Public in and for the State of Alaska

Joseph Lilly
Printed name of licensee

My commission expires: 11/5/2024

Subscribed and sworn to before me this 1st day of JUNE, 2021.





Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

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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).

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Section 1 – Establishment Information

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Licensee:	The Fireweed Factory LLC	License Number:	3a-10800		
License Type:	Marijuana Retail				
Doing Business As:	The Fireweed Factory LLC				
Premises Address:	237 Front Street				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Individual Information

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

Name:	Shane Quigley
Title:	Member LLC

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).



**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.

SQ

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.

SQ

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

SQ

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

SQ

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

SQ

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.

SQ

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.

SQ

I, Shane Quigley, 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.

SQ

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

Printed name of licensee

My commission expires: March 26, 2023Subscribed and sworn to before me this 1 day of June, 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:	The Fireweed Factory LLC	License Number:	3a-10800		
License Type:	Marijuana Retail				
Doing Business As:	The Fireweed Factory LLC				
Premises Address:	237 Front Street				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Individual Information

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

Name:	Michael STARK
Title:	LLC member

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.

MS

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.

MS

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

MS

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.

MS

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.

MS

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

MS

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

MS

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

MS

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.

MS

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.

MS

I, Michael Stark, 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.

MS

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.

Michael Stark
Signature of licensee

+ Kas Ken
Notary Public in and for the State of Alaska

Michael STARK
Printed name of licensee

My commission expires: 3/14/23

Subscribed and sworn to before me this 25 day of MAY, 2021.

Ruben
State of Alaska
NOTARY PUBLIC
VAN REUBEN WILLIS
My Commission Expires 3/14/23



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

Alaska Marijuana Control Board

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License Type:	Marijuana Retail		
Doing Business As:	The Fireweed Factory LLC		
Premises Address:	237 Front Street		
City:	Juneau	State:	AK
		ZIP:	99801

Section 2 – Individual Information

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

Name:	James F. Disdier
Title:	member LLC

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.

JD

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JD

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JD

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Initials

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--

**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.

JD

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.

JD

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

JD

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

JD

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

JD

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.

JD

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.

JD

I, James Disdier, 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.

JD

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.

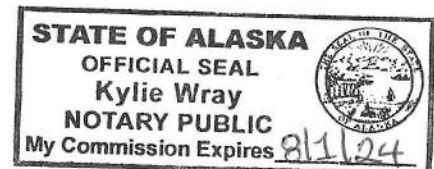
James Disdier
Signature of licensee

Kylie Wray
Notary Public in and for the State of Alaska

James Disdier
Printed name of licensee

My commission expires: August 1, 2024

Subscribed and sworn to before me this 27 day of may, 2021.





Alaska Marijuana Control Board

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License Type:	Marijuana Retail				
Doing Business As:	The Fireweed Factory LLC				
Premises Address:	237 Front Street				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Individual Information

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

Name:	Paul F. Disdier
Title:	member LLC

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.

PFD

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--



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PFD

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

PFD

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PFD

I, Paul F. Disdier, 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.

PFD

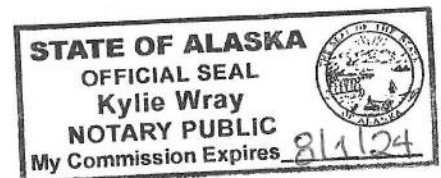
As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide 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

Paul F. Disdier

Printed name of licensee

My commission expires: August 1, 2024Subscribed and sworn to before me this 27th day of May, 2021.

copy

COMMERCIAL PROPERTY LEASE

This lease dated the 24 day of February, 2017 by and between Hall Properties LLC, 8393 No. Douglas, Juneau, Alaska 99801 hereinafter called "Landlord," and The Fireweed Factory LLC, 8393 No. Douglas, Juneau, Alaska 99801 hereinafter called "Tenant."

WITNESSETH

In consideration of the mutual covenants and agreements contained in this lease, Landlord and Tenant agree as follows:

1. **TERM.** The term of this lease shall commence on the April 1, 2017 and shall continue for a period of five years from April 1, 2017 and ending on April 1, 2022.

2. **RENT.** During the term of this lease, Tenant shall pay to Landlord at the Landlord's address as basic monthly rent the amount of \$800.00, **plus applicable CBJ sales tax**, on the first calendar day of each month, in advance, at the Landlord's address, without demand and without any deduction or set-off whatsoever. Tenant will be deemed in default of this lease if payment is not received by the seventh day of the month.

In addition, the Tenant agrees to pay license taxes, permit fees and sales taxes attributable to Tenant's occupation of the premises for each payment as it falls due. Landlord is responsible for real property taxes and assessments for public improvements.

2a. **RENTAL ADJUSTMENT.** Whenever for any calendar year, Landlord's operating and maintenance costs of the leased premises are greater than the operating and maintenance costs of the preceding year, then the monthly rental for the next succeeding calendar year may be increased with prior 90 day notice of such expense not to exceed 3% of the base rent effective as of February 1, of such succeeding year over the rental specified by an amount representing one-twelfth of such portion of such increase in costs.. At the first rent increase period there shall be a proration of the increase to recognize the space occupied or rented for a period less than a full year. For the purposes hereof, the term "operating and maintenance costs" shall include all costs of operation and maintenance as determined by standard accounting practices and shall include the following costs by way of illustration, but not limitation. Utilities, real estate taxes and assessments; insurance premiums; licenses; permit and inspection fees; the costs of wages; materials and services for the operation and maintenance of the building, but shall not include depreciation.

3. **LEASED PREMISES.** Landlord leases to Tenant, approximately 160 square feet located in the building at 237 Front Street of Lot 3 Block 81 Tidelands Addition, First Judicial District, Juneau, Alaska, for the purpose of sales of cannabis product, paraphernalia, general retail and any other lawful merchandise for profit as allowed by the State of Alaska. The premises are leased to Tenant in "as is, where is" condition, subject to the following modifications:

ELECTRICAL UPGRADE by Landlord

4. **REIMBURSEMENT FOR ANY TENANT IMPROVEMENTS.**

NONE

5. **UTILITIES.** Tenant shall pay for electrical service, water and sewer service, telephone, waste removal and other services for operation within the leased premises.

1 Hall Properties LLC

6. MAINTENANCE AND REPAIR. The Tenant accepts the premises in their current condition. Landlord shall pay for all costs for maintenance /repair related to existing and future plumbing. Tenant shall maintain at Tenant's expense, the leased premises at all times in good order, condition, and repair, of equal quality of the original work, ordinary wear and tear excepted, and in a clean, sanitary and safe condition, in accordance with all applicable laws, ordinances and regulations, including all utility systems exclusively serving the leased premises, doors, windows, floors and floor coverings, interior walls and all interior painting and decorations, and all equipment, facilities, fixtures, and appurtenances.

Tenant shall permit no waste, damage or injury to the leased premises.

If Tenant refuses or neglects to commence necessary repairs within 15 days after receipt of written demand from the Landlord, or does not adequately complete such repairs within a reasonable time thereafter, Landlord may make necessary repairs without liability to Tenant for any loss or damage that may occur to Tenant's stock or business that may result. Tenant shall pay Landlord, on demand, the cost of such repairs.

No remodeling or structural changes to the premises may be undertaken without the consent of the Landlord. Upon direction of the Landlord, the Tenant shall be responsible for returning premises to its original conditional at the termination of the lease.

Landlord is not responsible for the repair or replacement and the maintaining of water pipes utilized in connection with the Tenant's occupation of the premises and Tenant shall hold harmless from any damages that may be sustained as a result of Tenant's neglect in allowing said water pipes to freeze.

7. DESTRUCTION OF PREMISES. In the event the leased location is damaged or partially destroyed by fire, earthquake, tsunami, or other casualty so as to prevent or significantly impair Tenant's use and occupancy of the leased premise in excess of ninety (90) days, then this lease may be terminated by the Tenant or Landlord. Landlord shall immediately undertake repairs necessary to restore Tenant's right to occupancy and use of leased premises, provided said repairs can be accomplished with ordinary effort, within 180 days of the event causing the damage. For the period of repairs during which Tenant's use and occupancy of the leased premises are impaired, rent will be reduced in proportion to the level of impairment. In the event the leased location is totally destroyed, or repairs of partial destruction or damage cannot be ordinarily accomplished within 180 days, Landlord may elect, at Landlord's option, to terminate this lease.

8. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or in any manner transfer this lease or any interest therein, nor sublet the leased premises or any part or parts thereof without prior written consent of the Landlord. Any consent by Landlord may include additional fees or rental charges associated with the subleased portion of the space. Any assignment, sublease or other transfer of this lease or any interest therein without Landlord's approval is void, and at the option of the Landlord, may terminate this lease. No assignment, sublease or other transfer shall release Tenant of any obligations under this lease. None of the Tenant's rights under this lease, nor any estate created thereby, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

9. ENCUMBRANCE AND TRANSFER OF LEASE INTEREST. Landlord reserves the right to sell, transfer, assign or otherwise convey or encumber Landlord's interest in this lease, subject to the terms and conditions of the lease and reservation of the Tenant's rights created thereunder.

10. INSTALLATIONS, ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any repairs, alterations, or additions to the interior or exterior of the leased premises or contract therefore without first obtaining Landlord's written consent, and delivering to Landlord the plans and specifications and copies of the proposed contracts and necessary permits. All alterations, additions, improvements, and fixtures, other than trade fixtures, installed upon the leased premises shall become the property of the Landlord and

shall remain upon and be surrendered with the leased premises at the termination of this lease, subject to the Landlord's option provided in Paragraph 13 of this lease. **All nonpermanent trade fixtures which may be installed by the Tenant upon the leased premises shall remain at all times the property of the Tenant.**

11. **MECHANICS AND MATERIALS LIENS.** Tenant shall not allow any mechanic or material lien to be filed against the leased premises or the landlord by reason of any work or materials furnished to the leased premises. If a mechanic or materials lien is filed, Tenant shall immediately cause the same to be discharged, but Tenants shall have the right to contest any such liens. If Tenant fails to cause a mechanic or material lien to be discharged within 30 days of the notification of the filing of said lien and before judgment and sale thereunder, then Landlord may discharge the lien and the amount paid by the Landlord shall be due and payable by the Tenant to the Landlord. Nothing contained in this lease shall be construed as a consent on the part of the Landlord to subject the Landlord's estate in the leased premises or the landlord to any lien.

12. **SURRENDER OF POSSESSION.** At the expiration or earlier of the term of this lease, Tenant shall surrender the leased premises in good condition and repair except for reasonable wear and tear, and repairs specifically required herein to be performed by the Landlord. If the leased premises are not so surrendered, Tenant shall indemnify Landlord against any loss or liability resulting from Tenant's delay in surrendering the leased premises including claims by a successor tenant resulting from the delay. In the event Tenant remains in possession of the leased premises after the expiration of the term of this lease and without the execution of a new lease, but with the acquiescence of the Landlord, Tenant will be deemed to be occupying the leased premises as a month-to month tenant, at twice the monthly rental rate applicable at the expiration of the lease, and subject to all the other terms and conditions of this lease.

13. **REMOVAL OF FIXTURES AND IMPROVEMENTS.** If required in writing by the Landlord upon expiration or early termination of this lease, Tenant shall immediately remove any designated alterations, additions, and improvements made or installed in the leased premises by Tenant, and shall remove all of Tenant's trade fixtures and personalty, and repair any damage from such removal, at Tenant's expense. Tenant shall return the leased premises to its original condition, and in default thereof, Landlord may effect removal and repairs, and Tenant shall immediately pay Landlord the cost thereof.

14. **INSPECTION OF PREMISES.** Landlord reserves the right to inspect the leased premises at any time with 24 hour notice to Tenant during regular business hours and during the two month period immediately preceding the expiration of the term of this lease, the Landlord is privileged to inspect the premises together with brokers or prospective tenants. Landlord shall be privileged to post notices of non-responsibility on the leased premises, and to erect and maintain signs indicating the availability of the leased premises for future lease during the two month period immediately preceding the expiration of the term of this lease.

15. **INTERFERENCE WITH USE AND OCCUPANCY.** In the event that the leased premises or any part thereof becomes unusable or prevent the Tenant from occupancy as a result of any cause except those set forth in Paragraph 7, Tenant shall give prompt written notice thereof to Landlord, and Landlord shall immediately make repairs to remedy the condition specified in the notice. Unless the condition limiting use and occupancy resulted from Tenant's intentional, reckless, or negligent actions, Landlord shall pay for costs of repairs and Tenant's rent shall be reduced in proportion to the limit on use and occupancy experienced by the Tenant.

16. **INDEMNIFICATION.** Tenant agrees to indemnify and hold harmless, Landlord against any claim, expense, loss or liability incurred as a result of any occurrence, other than Landlord's negligence, on or about the leased premises, or occasioned in whole or in part by the use, purpose and occupancy of the leased premises, or from any breach or default under this lease, or from any act or omission or negligence of Tenant, his or her agents, licensees, employees, sub-lessees, concessionaires, invitees, or customers.

17. **INSURANCE.** Landlords shall obtain and maintain fire and extended coverage, rent loss and other insurance as Landlord deems advisable with respect to the leased premises, but not coverage on Tenant's personalty, contents, improvements and betterments of the leased space, nor for loss of Tenant's business, profits or income. Tenant shall obtain and maintain comprehensive general liability insurance with a minimum liability of \$ 100,000.00 per person for injuries, including death, \$ 300,000.00 per accident, and \$ 100,000.00 for damage to property. This is to include coverage for all exterior glass. Tenant shall also obtain and maintain Worker's Compensation Insurance, in the amount required by Alaska law. **Tenant shall also list Hall Properties LLC as additional insured.**

18. **ADVERTISING.** Landlord in its sole discretion, shall have the right to prohibit any advertising by Tenant which may tend to impair the reputation of the landlord, its owner or management, or which in any way adversely affects Hall Properties LLC. Landlords business name may not be use in any public advertising.

19. **OPTION TO RENEW.** **Landlord hereby gives and grants to Tenant an option to renew this lease for an additional two terms of 5 year periods, commencing under the following conditions:**

- a. Tenant must notify Landlord of his intent to exercise this option in writing before 30 days.
- b. No default of this lease by the Tenant exists at the time the option is exercised;
- c. Landlord has not, prior to receipt of Tenant's notice under subparagraph (a), sold, entered into an agreement of sale, opted to develop or redevelop property or placed the property on the market for sale to a third party;
- d. Tenant shall pay for heating only arising out of Tenant's occupancy and use of leased premises in addition to electrical service, water and sewer service, janitorial service, telephone, waste removal, and all other services within the leased premises.

20. **DEFAULT BY TENANT.** Any of the following events shall constitute a default by Tenant under this lease:

- a. If this lease is assigned or the leased premises are sublet, either voluntarily or by operation of law, except as provided herein;
- b. If Tenant fails to pay when due, any rent or additional payments required under the terms of this lease;
- c. If Tenant fails to operate the leased premises as required herein, and such failure is not cured within five days after written notice is provided by Landlord;
- d. If Tenant fails to comply with any other provision of this lease, and does not cure such failure within thirty days after written notice is provided by Landlord specifying the default;
- e. If a writ of execution or attachment is levied on or against the property of Tenant;
- f. If Tenant abandons the leased premises; or
- g. If proceeding are instituted for the reorganization, liquidation, or involuntary dissolution of Tenant, or for its adjudication as bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed and any receiver, trustee or liquidator appointed is not discharged within 30 days of the institution of such proceedings.

In the event of default, Landlord may elect to cancel and terminate this lease, or to reenter and take possession of the leased premises and terminate Tenants right to possession of leased premises without terminating the lease or any of Tenant's obligations for the balance of this lease. In the event of default, Landlord may elect to cure the default at Tenant's expense. Tenant shall reimburse Landlord for all amounts expended in connection with curing the default, including attorney's fees and incidental costs. Such amounts, together with interest accruing at the rate of 10% per year from the date of the expenditure, shall be deemed additional rent when the installment of rent immediately following the expenditure is due.

Failure by Landlord to declare Tenant in default and to terminate this lease does not operate as a waiver of any provision of this lease preventing Landlord from declaring Tenant in default and terminating the lease for a further default of the same or similar nature.

The remedies conferred upon Landlord by law and the remedies conferred upon Landlord by this lease are cumulative, and no remedy shall be deemed to exclude any other remedy. Each remedy may be exercised from time to time, as often as the occasion arises.

21. **DEFAULT BY LANDLORD.** Should Landlord be in default under the terms of this lease, Landlord shall have a reasonable time of not less than sixty days after receipt of written notice of the default from Tenant to cure the default.

22. **TERMINATION OF LEASE** In the event that the United States federal government withdraws or substantially alters the enforcement priorities outlined in the memorandum that United States Deputy Attorney General James Cole issued to all U. S. Attorneys on August 29, 2013 (commonly referred to as "the Cole Memo"), such that continued operation of a marijuana establishment in compliance with the State of Alaska and/or the City & Borough of Juneau laws and regulations would no longer likely shield from federal intervention, whether civil or criminal, then this lease may be terminated by Lessor or Lessee.

In the event that the State of Alaska and/or the City & Borough of Juneau reacts, amends or repeals laws or regulations, conditions or permits such that the Landlord or Tenant is no longer able to perform any act or operation intended under this lease, or render any service required under this lease, then the performance of any such act or obligation affected by the change in law, or rendering of any such service affected by the change in law shall be excused for the period of the resulting delay and the period of the performance or rendering shall be extended for a period equivalent to the period of such delay. Should such delay extend six (6) months, then this lease may be terminated by Landlord or Tenant.

Termination of this lease will be possible for emergency and unforeseen events, such as but not limited to death from accidental or natural causes. Tenant will notify Landlord. No penalty will apply.

23. **MISCELLANEOUS.**

- a. The provisions of this lease are binding upon and inure to the benefit of the devisees, legatees, heirs, legal representatives, successors and assigns of the parties.
- b. No amendment to the lease is effective unless expressed in writing and executed by the parties to this lease.
- c. No delay or omission on the part of the parties in exercising any of their respective rights under this lease shall operate as a waiver of such right, or any other right.
- d. Any demand or notice made or given by either party is effective when correctly mailed certified return receipt, postage prepaid, or delivered to Hall Properties LLC.
- e. Time is of the essence for the performance of any of the covenants of this agreement and for the fulfillment of any conditions or obligations hereunder.
- f. Nothing in this lease shall be construed to grant an exclusive right to conduct a particular business, sell any particular merchandise or offer any particular service within the premises.
- g. Nothing in this lease shall be construed as a representation or agreement that the Tenant's business will benefit in whole or in part by any other tenancies, occupancies or traffic in or around the premises. There shall be no claim for abatement or diminution of Tenant's rent due to changes, diminution or cessation in other tenancies, occupancies or traffic due to any cause whatsoever, except where specifically provided for in this lease.
- h. The laws of the State of Alaska shall govern the validity, performance, and enforcement of this lease.
- j. The heading of the several paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

Amendments to Hall Properties LLC Commercial Lease

1. Hall Properties LLC acknowledges that the retail premises located at 237 Front Street, Juneau, Alaska is being rented for the use of cannabis sales. The Tenant, The Fireweed Factory LLC, may use this property for any necessary normal operations of a retail cannabis business. See also ITEM 3 LEASED PREMISES
2. The Landlord acknowledges that she shall not remove any cannabis or cannabis product from the retail store premises under any circumstance unless it is a legal sales transaction. The State of Alaska AMCO board shall be notified of any infraction.

Acknowledgment of receipt for (2) Amendments to the Commercial Lease:


Paul V. Disdier General Manager of The Fireweed Factory LLC

Date 7/26/2017


June E. Hall Owner of Hall Properties LLC

Date 7.26.17

The Fireweed Factory LLC

8393 No. Douglas

Juneau, AK 99801

thefireweedfactory@gmail.com

AMCO licenses #10266, #10800

Member	Membership Interest
Paul V. Disdier	Manager 52%
James F. Disdier	9%
Robert C. Banghart	4%
Callahan Dillon	2%
Paul F. Disdier	14%
William Lomax	5%
Joseph Lilly	4%
Shane Quigley	6%
Michael Stark	4%

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE LAWS OF THE STATE OF ALASKA IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN AS 45.55.900(b)(5)(C) (issue to fewer than 10 persons) OF THE ALASKA SECURITIES ACT. THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT AND IN A TRANSACTION THAT IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

OPERATING AGREEMENT THE FIREWEED FACTORY LLC

THIS OPERATING AGREEMENT ("Agreement") is entered into this 18 day of May 2019, by and among the undersigned. This Agreement supersedes and restates in its entirety the Operating Agreement dated May 19, 2016 and amended December 28, 2018.

ARTICLE I GENERAL PROVISIONS

1.1 Name. The name of the organization is The Fireweed Factory, LLC (the "Company"), formed when the executed Articles of Organization were filed with the Alaska Department of Commerce and Economic Development, in accordance with and pursuant to the Alaska Revised Limited Liability Company Act ("Act").

1.2 Principal Place of Business. The Company's principal place of business shall be located in Juneau, Alaska, and at any other or additional places the Members may from time to time determine.

1.3 Purpose. The purpose of the Company includes commercial production and sale of cannabis and cannabis products and any and all lawful purposes for which limited liability companies are allowed under the Act.

1.4 Property. The property of the Company shall be owned by and in the name of the Company as an entity. Such property and the credit of the Company shall be used solely for the benefit of the Company and not for the benefit of any individual Member. Insofar as permitted by the laws of Alaska, no Member shall have any ownership interest in such property in the Member's individual capacity. Each Member's interest in the Company shall be personal property.

1.5 Term. The Company is effective as of the date the Articles of Organization were filed with the State and shall continue until terminated as provided herein.

1.6 Members. The names and present mailing addresses of the initial Members are:

1. Paul V. Disdier, 8393 N. Douglas Hwy., Juneau, AK 99801
2. James F. Disdier, 9951 Stephen Richards Dr. #29, Juneau, AK 99802
3. Robert C. Banghart, 6615 No. Douglas Hwy. Juneau, AK 99801
4. Callahan Dillon, 2936 Douglas Hwy., Juneau, AK 99624
5. Paul F. Disdier, 8393 N. Douglas Hwy., Juneau, AK 99801
6. William Lomax, P.O Box 211635, Auke Bay, AK 99821
7. Joseph Lilly, P.O. Box 240008, Juneau, AK 99824
8. Shane Quigley, 4449 Mountainside Dr., Juneau, AK 99801
9. Michael Stark, 9567 Meadow Lane, Juneau, AK 99801

1.7 Residency. A Member must be a resident of the State of Alaska. If a Member ceases to be a resident of the State of Alaska, the non-resident's Membership Interest shall automatically terminate, and the Company or the other Members shall purchase the non-resident's Membership Interest in accordance with Section 6.9.

ARTICLE II MEMBERSHIP INTERESTS

2.1 Membership Interests. "Membership Interest" shall mean the Member's ownership interest in the Company. Each Member's Membership Interest is equal to such Member's capital account as set forth in Section 4.1 divided by the aggregate of the capital accounts of all Members and is expressed as a percentage. As of the date of this agreement, the Members' capital contributions and Membership Interests are as follows:

Member	Capital Contribution	Membership Interest
Paul V. Disdier	\$182,000	52%
James F. Disdier	\$31,500	9%
Robert C. Banghart	\$14,000	4%
Callahan Dillon	\$7,000	2%

Paul F. Disdier	\$49,000	14%
William Lomax	\$17,500	5%
Joseph Lilly	\$14,000	4%
Shane Quigley	\$21,000	6%
Michael Stark	\$14,000	4%

2.2 No Interest, No Withdrawal of Capital. Capital contributions shall not earn interest. Except as otherwise provided for in this Agreement, no Member shall be entitled to withdraw or receive a return of any portion of his capital contribution.

2.3 Additional Contributions. No Member shall be required to contribute any additional capital to the Company unless determined necessary by vote of a Majority-In-Interest of the Members in order to enable the Company to conduct its business. Any additional capital contribution shall be made pro rata by all the Members unless 80% of the Membership Interests consent to a non-pro rata contribution.

2.4 Failure to Contribute. If any member fails to make a capital contribution as required by Section 2.3 at the time and in the amount specified (the "Defaulting Member"), the Defaulting Member's right to vote shall be suspended, and his share of any distributions from the Company shall be retained by the Company as a contribution until his obligation to make the additional contribution has been satisfied. The members other than the Defaulting Member may agree by vote of a Majority-In-Interest to make the additional contribution owed by the Defaulting Member in such proportions they choose. If the members other than the Defaulting Member agree to make such a contribution all Membership Interests shall be adjusted accordingly.

2.5 The fair market value of any property other than cash or publicly traded securities to be contributed as a capital contribution shall be (a) agreed upon by the contributing Member and a Majority-in-Interest of the Members before the contribution, or (b) determined by a disinterested appraiser selected by the Manger.

ARTICLE III OPERATIONS AND MANAGEMENT

3.1 Actions by Members. The Company shall be Manager-managed. The Members will not be entitled to participate in the day-to-day affairs and management of the Company but instead, the Members' right to vote or otherwise participate in operation of the Company shall be limited to those matters on which Members are entitled to vote by the Act, the Articles, or this Agreement. On those matters on which a Members may act, each Member shall have a vote equal to his Membership Interest at the time of the vote; for example, if a Member holds a 10% Membership Interest, he has 10% of the total voting power. For matters

on which the Members may act, the vote of more than 50% of all Membership Interests in the Company (a "Majority-In-Interest") shall be binding upon the Company unless a higher standard is required by this Agreement.

3.1.1 Actions Requiring Approval of the Members. Notwithstanding any other provision of this Operating Agreement, the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

- (a) Amending the Articles or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of the Members, which shall be by a vote of 80% of the Membership Interests.
- (b) Taking any action that would make it impossible to carry on the ordinary business of the Company.
- (c) Confessing a judgment against the Company.
- (d) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.
- (e) Loaning Company funds to a Member in excess of \$1,000 or for a term in excess of one year.

3.1.2 Method of Action by Members. Members may take action either by meeting or by written consents. Meetings of Members may be called at any time by the Manager. Notice of meetings must be given to Members by the Manager calling the meeting at least 10 days but not more than 60 days before the meeting. Members may participate in meetings by telephone or video conference, or other similar method. In lieu of a meeting, Members may take action by those representing 80% of the Membership Interests signing a written consent to the action.

3.2 Meetings. The Company shall have at least one annual meeting at a place and time as determined by the Members

3.3 Management by Managers. Except as otherwise expressly provided in the Act, the Articles of Organization or this Operating Agreement, the Managers are authorized and empowered on behalf of and in the name of the Company to carry out any and all of the purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings that they may, in their sole discretion, deem necessary, advisable or incidental thereto. Notwithstanding the foregoing, no member other than a Manager shall have authority to manage or specifically bind the Company except as specifically provided in this Operating Agreement. Managers have the power make all decisions affecting such business and affairs, either separately or together, including without limitation, for Company purposes, the power to:

- (a) acquire by purchase, lease or otherwise, any real or personal property, tangible or intangible;
- (b) construct, operate, maintain, finance and improve and to own, sell, convey, assign, mortgage or lease any property owned or held by the Company;
- (c) enter into agreements and contracts in connection with the Company's business;
- (d) borrow money for and on behalf of the Company and execute any guaranty on behalf of a third party and pledge Company property to secure any such obligation;
- (e) execute or modify agreements or contracts with respect to any part or all of the property owned or held by the Company;
- (f) repay, in whole or in part, refinance, amend, modify or extend any mortgages or deeds of trust that may affect any property owned or held by the Company and, in connection therewith, to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or deeds of trust;
- (g) make any and all expenditures that the Manager, in his sole discretion, deem necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all operating, capital, legal, accounting, investment advisory and other related expenses incurred in connection with the organization, financing and operation of the Company or in connection with its property;
- (h) execute any and all other instruments and documents that may be necessary, or in the reasonable opinion of the Managers, desirable to carry out the intent and purpose of this Agreement;
- (i) enter into any kind of activity necessary for, in connection with, or incidental to, the accomplishment of the purposes of the Company;
- (j) open bank accounts, and invest and reinvest Company monies in short term instruments or money market funds or any securities or other investments, whether or not publicly traded or readily marketable;
- (k) loan money on behalf of the Company;
- (l) carry out the Company purposes through other limited liability companies, joint ventures, partnerships, corporations, trusts or other entities;
- (m) purchase liability and other insurance to protect the Company's property and business, including policies of life insurance which insure the life of any Member;
- (n) pay all Company debts, obligations and expenses;
- (o) employ accountants, attorneys, appraisers or other professionals to perform services for or on behalf of the Company and to compensate them from Company funds;

(p) authorize any person to enter into and perform any agreement on behalf of the Company; and

(q) perform any and all other acts as the Managers may deem necessary or appropriate to the conduct of the Company's business.

3.3.1 Election and Removal of Managers. Paul V. Disdier will serve as the Manager of the Company until he resigns or is removed and replaced according to this Agreement. The Company must at all times have a minimum of one Manager but may have more than one. If a Manager resigns or otherwise vacates the office of Manager, and the Company has no other Manager, the Members shall elect a replacement Manager by the vote of a Majority-In-Interest. Members may remove a Manager with or without cause by vote of a Majority-In-Interest. If a Manager is removed and the Company has no other Manager, the Members shall elect a replacement Manager by vote of a Majority-In-Interest. The Manager may, but shall not be required to, be elected from among the Members.

3.3.2 Duty of Care of the Manager. In exercising his powers and authority under, and otherwise carrying out the provisions of, this Agreement, the Manager shall perform the duties of management in good faith, in a manner he reasonably believes to be in the best interests of the company, and with the care, including reasonable inquiry, that an ordinarily prudent person in a like position would use under similar circumstances.

3.3.3 Compensation and Reimbursement. Each Manager shall be entitled to reasonable compensation for services rendered to the Company in that capacity as well as to be reimbursed for all expenses reasonably incurred by the Manager in connection with the business and purposes of the Company.

3.3.4 Incapacity of Manager. If the Manager becomes incapacitated, he will be deemed to have resigned as Manager. A Manager's incapacity shall be conclusively established if two physicians certify that he is unable to manage his affairs or property due to the inability to evaluate information or communicate decisions, or is adjudicated incapacitated to manage his affairs by a court of competent jurisdiction.

3.4 Books and Records. The Company's books and records shall be maintained by the Managers at its principal place of business, and each Member shall at all times have access to and may inspect and copy any of them. The books shall be kept on a calendar year basis and shall be closed and balanced at the end of each calendar year. The Company will furnish annual financial statements to the Members and prepare tax returns in a timely manner, furnishing copies to all Members prior to filing.

3.5 Non-Competition and Non-Disclosure. While a Member of the Company or for three years after ceasing to be a Member, no Member may work as an employee of,

engage in, or possess an interest in any other business venture that produces or sells cannabis or cannabis products in the City and Borough of Juneau, Alaska. No member may at any time disclose to a party that is not a Member or employee of the Company any information regarding the methods, practices, or techniques used by the Company or its employees in the production and sale of cannabis or cannabis products. Due to the difficulty in proving damages, the Members agree that injunction is an appropriate remedy for violation of these restrictions on competition and disclosure. Competition or disclosure that would otherwise be prohibited by this section may be permitted by 80% of the Membership Interests.

3.6 Reliance on Advice. The Members and Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared by (a) an employee of the company whom the person reasonably believes to be reliable and competent in the matters presented; or (b) counsel, public accountants, or other professionals or experts as to matters that the person reasonably believes to be within the professional's or expert's competence. However, a person is not entitled to reliance if the person has knowledge concerning the matter in question that makes reliance unwarranted.

ARTICLE IV CAPITAL ACCOUNTS AND TAX MATTERS

4.1 Capital Accounts. Separate capital accounts shall be maintained for each Member pursuant to this section. Each separate capital account (a) shall be credited with such members' (1) original contribution of capital, (2) additional capital contributions, (3) such members' share of Company income and gain (including income and gain exempt from taxation) computed and allocated in accordance with Section 4.2, and (4) the amount of any Company liability assumed by such member or that is secured by any Company asset distributed to such member; and (b) shall be charged with (1) any distributions to such member in reduction of Company capital, (2) such members' share of Company deduction and loss computed and allocated in accordance with Section 4.2 of this Agreement, and (3) the amount of any liabilities of such member assumed by the Company or that are secured by any asset contributed to the Company by such member.

Each separate capital account shall be maintained throughout the term of the Company in accordance with this Article and the provisions of Treasury Regulations ("Regulations") Section 1.704-1(b)(2)(iv), the latter controlling in the event of a conflict between the two provisions.

4.2 Computation and Allocation of Income, Gain, Loss, Deduction, and Credit. The net profits or losses and all items of Company income, gain, loss, deduction, and credit, whether resulting from Company operations or from the dissolution of the Company, shall be computed in accordance with the provisions of Section 703(a) of the Internal Revenue Code of 1986, as amended, and shall be charged to the Members in the same proportion that their capital accounts bear to each other. The members, upon a vote of 80% of the Membership Interests, may change the allocation of profit and losses provided that any allocation shall be in accordance with the Internal Revenue Code and applicable regulations so that all such allocations comport with the economic interest of the Members in the Company.

4.2.1 Allocation with Respect to Contributed Property. If, on the formation of the Company, or if at any time during the term of the Company, any Member contributes to the Company property with an adjusted basis to the contributing Member which is more or less than the agreed fair market value of the contributed property and which is accepted by the Company at the time of its contribution, the taxable income, gain, loss, deduction, or credit with respect to such contributed property for tax purposes only (but not for purposes of calculating the Members' respective Capital Accounts) shall be shared among the Members so as to take account of the variation between the basis of the property to the Company and its agreed fair market value at the time of contribution, pursuant to Section 704(c) of the Internal Revenue Code of 1986 as amended.

4.2.2 Varying Interests during Fiscal Year. In the event there is a change in any Membership Interest in the Company during a fiscal year (e.g., as a result of a valid transfer of all or part of a Membership Interest), net profits and net losses shall be appropriately allocated among the members to take into account the varying interests of the members so as to comply with Section 706(d) of the Internal Revenue Code of 1986 as amended.

4.3 Members Not Liable. No Member shall have personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property, unless the Member has individually guaranteed repayment of a Company obligation. No Member shall be obligated to restore a deficit balance, if any, in the Member's capital account, except to the extent such deficit balance shall have arisen as a result of the Member's receipt of a distribution in excess of the amount rightfully due him under this Agreement.

4.4 Rights of Creditors. In accordance with Alaska Stat. § 10.50.380, a judgment creditor of a Member shall be entitled only to a charging order and shall only be considered an assignee of the Member and shall have no right to become a Member or have rights to participate in the management of the Company. Alaska Stat. § 10.50.380 provides the exclusive remedy to a judgment creditor.

4.5 Distributions. Available Cash shall be distributed on a semi-annual or more frequent basis to the Members according to their Membership Interests in such amounts and at such times as the Manager shall determine consistent with the Manager's fiduciary duty to the Company and the Members of the Company. "Available Cash" means cash funds of the Company on hand (other than cash funds obtained as Capital Contributions and cash funds obtained from loans to the Company) after (i) payment of all operating expenses of the Company, (ii) reasonable provisions for payment of all obligations of the Company, and (iii) reasonable provisions for working capital and other reserves for identified future uses, including growth and expansion of the Company's business.

4.6 Tax Conformity; Reliance on Attorneys or Accountants. The Members and Managers may rely upon the written formal opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this section or other provisions of this Agreement.

4.7 Personal Representative. If the Company operates as a partnership for income tax purposes, Paul V. Disdier shall be named on the Company tax return or on a statement filed with the Internal Revenue Service as the "Partnership Representative" as that term is defined in Section 301.6223-1 of the Internal Revenue Code. The Partnership Representative shall be authorized to file or revoke an election under Section 754 of the Code on behalf of the Company. Notwithstanding reference to specific Code sections in other sections of this Agreement, the Partnership Representative shall at all times handle tax matters in accordance with the provisions of the Code as amended from time to time.

ARTICLE V LIMITATION OF LIABILITY AND INDEMNIFICATION

5.1 Limitation of Liability. No Member shall have personal liability for the losses, debts, claims, expenses or encumbrances of or against the Company or its property, unless the Member has individually guaranteed repayment of a Company obligation. The Members shall not be personally liable to the Company for monetary damages for conduct performed as a Member if the Member acted in a manner reasonably believed to be within the scope of the authority granted to him and in the best interest of the Company; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member personally received a benefit in money, property, or services to which such Member is not legally entitled. Any amendment to or repeal of this section shall not adversely affect any right or protection of a Member of the Company for or with respect to any acts or omissions of such Member occurring prior to such amendment or repeal.

5.2 Indemnification. The Company shall indemnify and hold harmless any Member or Manager acting on behalf of the Company, to the fullest extent allowed by the

Act including, without limitation, all expenses (including attorneys' fees), costs, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person; provided that such act or omission did not constitute fraud, intentional misconduct, bad faith, gross negligence, or a knowing violation of law, or from which such Member or Manager personally received a benefit in money, property, or services to which such Member or Manager is not legally entitled. All expenses (including attorneys' fees), costs, judgments, fines and amounts paid in settlement of any action, suit or proceeding shall be paid by the Company as they are incurred by any Member or Manager in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Member or Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Company. The provisions of this section do not affect any rights to advancement of expenses to which personnel of the Company, other than Members and Manager, or any other person may be entitled under any contract or otherwise by law.

5.3 Exculpation of Managers. So long as a Manager acts in accordance with the duty of care required by the Act, the Manager shall not be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, for any other act or thing that the Manager may do or refrain from doing in connection with the business and affairs of the Company or for any act or omission performed or omitted, except for willful misconduct or gross negligence or breach of the duty of care, and further except for breaches of contractual obligations or agreements between the Manager and the Company.

ARTICLE VI TRANSFER OF MEMBERSHIP INTEREST

6.1 Restrictions on Voluntary Transfers. Except as provided in Section 6.2 and 6.3, each Member agrees that he shall not transfer, including but not limited to, the sale, assignment, mortgage, pledge, hypothecation, encumbrance, lifetime gift, or bequest or devise upon death, all or any portion of his interest in the Company without first obtaining the written consent of 80% of the Membership Interests..

6.2 Permitted Transfers. Paul V. Disdier may transfer his Membership Interest, in whole or in part, by sale, assignment, lifetime gift, bequest or devise upon his death, or nontestamentary, nonprobate transfer upon his death to one or more Permitted Transferees. The "Permitted Transferees" shall be June Hall, Paul F. Disdier, and James F. Disdier, or a trust for the benefit of one or more of the forgoing. Upon transfer of all or any portion of Paul V. Disdier's Membership Interest to a Permitted Transferee, the Permitted Transferee shall become a member of the Company without the consent of any other Member by signing a counterpart signature page assenting to the terms of this Agreement. A nontestamentary, nonprobate transfer may be made by a written, signed, and acknowledged designation specifically referring to this section.

6.3 Sale of Membership Interest – Right of First Refusal. If a Member (the “Selling Member”) desires to sell his Membership Interest other than in accordance with Section 6.1 or 6.2 and has received a bona fide offer in writing (the “Offer”), the Selling Member may sell his interest only in accordance with the terms of this section.

6.3.1 The Selling Member shall first give written notice to the Manager and the other Members of the name of the person or entity that has made the Offer and a copy of the writing containing the terms of the Offer.

6.3.2 The Company shall have the first option to purchase and redeem the Selling Member’s interest on the same terms and conditions as the Offer by written notice to the Selling Member within (30) days after receiving notice of the Offer. If the Company exercises its option by providing timely written notice, then the Selling Member shall be required to sell his interest to the Company under the same terms and conditions contained in the Offer.

6.3.3 If the Company does not exercise its option, the other Members shall have the option to purchase the Selling Member’s interest on the same terms and conditions as the Offer. Each of the other Members shall initially be entitled to purchase a pro rata portion of the interest for sale. A member exercises his option by providing written notice to the Manager within thirty (30) days. If one or more Members exercises his option (the “Exercising Member”) by providing timely written notice, then the Selling Member shall be required to sell the interest to the Exercising Member. If one or more Members does not exercise his option to purchase a pro rata portion of the interest for sale, the portions remaining shall be offered to the Exercising Members pro rata. This procedure shall be repeated until either the entire interest is sold or no Member exercises his option to purchase.

6.3.4 If any portion of the selling member’s interest remains unsold, that interest may be sold to the third party on the same terms and conditions as in the initial Offer.

6.4 Admission of New Members. A person who acquires an interest in accordance with Section 6.1, 6.2, or 6.3 shall become a Member upon signing a counterpart to this Agreement assenting to the terms of this Agreement and approval by the Alaska Marijuana Control Board or other state agency or officer as required by law.

6.5 Unauthorized Transfers. Any purported transfer of all or any portion of a Membership Interest not in compliance with the provisions of Section 6.1-6.3 shall be null and void and of no force or effect.

6.5.1 Each member agrees that these provisions are specifically enforceable and agrees to indemnify the Company and each member from all costs, liabilities, attorney's fees or damages resulting from an attempted transfer in violation of this Agreement

6.5.2 If any purported transfer of all or any portion of a Membership Interest is deemed to be valid by a court of lawful jurisdiction despite the provisions of this Agreement to the contrary, the transferee shall not be admitted as a member without the written consent of 80% of the Membership Interests and shall be mere assignee. The assignee shall have the right to receive such distributions to which the assignor was entitled to the extent assigned and shall be allocated the share of profits and losses attributable to such interest assigned to such person and shall otherwise be treated as a Member for Federal and state income tax purposes and for purposes of the distribution of cash or other assets to such person upon dissolution of the Company but shall have no right to vote or otherwise participate in the management or affairs of the Company or exercise any rights as a Member under this Agreement, to require any information or account of Company transactions, or to inspect the Company books and records.

6.6 Additional Transfer Restriction. Notwithstanding any other provision contained herein, without the consent of the Members, a Member or an Unadmitted Assignee may not transfer his, her or its Interest in the Company if such transfer, when aggregated with any prior transfers of Interests in the Company results in a sale or exchange within a 12-month period of 50% or more of the Interests of the Company within the meaning of Code Section 708(b).

6.7 Death or Disability of Member. If a Member dies or becomes disabled, the Member's interest in the Company does not terminate.

6.7.1 In the event that a Member is disabled or adjudicated incapacitated, either the Member's agent under a duly executed durable power of attorney or court appointed guardian or conservator may act on the Member's behalf including, but not limited to, having the right to vote in the Company business. A Member's incapacity shall be conclusively established if two physicians certify that he is unable to manage his affairs or property due to the inability to evaluate information or communicate decisions, or is adjudicated incapacitated to manage his affairs by a court of competent jurisdiction.

6.7.2 In the event that a Member dies, and to the extent his interest is not transferred pursuant to Section 6.2, his interest converts to an assignee interest until it is transferred and the new member is admitted pursuant to Section 6.1 or 6.3. For the purpose of a sale of a deceased Member's interest pursuant to Section 6.3, if no offer is made by a third party a value determined under Article VII shall take the place of a third party's offer. The deceased Member's assignee interest shall have the right to receive such distributions to which the deceased Member would be entitled and shall be allocated the share of profits and losses attributable to the interest and shall otherwise be treated as a Member for Federal

and state income tax purposes and for purposes of the distribution of cash or other assets to such person upon dissolution of the Company but shall have no right to vote or otherwise participate in the Company.

6.8 No Withdrawal or Resignation. No Member may withdraw or retire from the Company except with the consent of 80% of the Membership Interests. A Member's interest will terminate automatically upon the happening of any event listed in AS 10.50.225, .220 or .215.

6.9 Forced Purchase of a Membership Interest. Upon a vote of 80% of the Membership interests, a Member's Membership Interest shall be purchased by the Company or by the other Members as provided below. The value of the redeemed Membership Interest and the method of payment shall be determined according to the terms of Article VII.

6.9.1 The Company shall have the first option to purchase and redeem the Membership Interest.

6.9.2 If the Company does not exercise its option, the other Members shall purchase the Membership Interest pro rata. A member exercises his option by providing written notice to the Manager within thirty (30) days. If one or more Members does not exercise his option to purchase a pro rata portion of the interest for sale, the portions remaining shall be offered to the Exercising Members pro rata. This procedure shall be repeated until the entire interest is sold. Any interest not purchased by the Members shall be purchased and redeemed by the Company.

ARTICLE VII VALUATION AND PAYMENT OF INTEREST OF WITHDRAWING OR REDEEMED MEMBER

7.1 Payment for Membership Interest. The amount paid to a withdrawing Member, a Member whose interest is redeemed by the Company according to Section 6.9, or a Member whose interest is purchased by other Members according to Section 6.9 shall be the value of the Member's interest in the Company as determined under Section 7.2 and the Member's proportionate share of the accrued net income or loss of the Company to the date of withdrawal or purchase.

7.2 Valuation. If all Members stipulate to the value of a Member's interest, then the stipulated value shall be used. If a stipulated value is not reached, then the value of a Member's interest in the Company for purposes of withdrawal or redemption shall be determined by subtracting the Company's liabilities from the Company's assets and then multiplying by the percentage of the Membership Interest being valued. Then, if the

Company's net earnings in the most recent 12-month period represent an increase of 3% or more over the preceding 12-month period, then the value shall be increased by ten percent (10%). If the Company's net earnings in the most recent 12-month period do not represent an increase of 3% or more over the preceding 12-month period, then the value shall not be adjusted.

7.3 Cash or Note. Except as otherwise provided, the Company shall purchase a withdrawing Member's interest or the interest redeemed under Section 6.9, at its option, in cash or by promissory note of the Company, or partly in cash and partly by note. Any promissory note shall be dated as of the effective date of the purchase, shall mature in not more than 10 years, shall be payable in installments that come due not less frequently than annually, shall bear interest at the prime rate as published by the Wall Street Journal on the date the loan is made plus 2%, adjusted annually during the life of the note, shall be unsecured, and may, at the Company's option, be subordinated to existing and future debts to banks and other institutional lenders for money borrowed. The purchase price for a Membership Interest purchased by another Member under Section 6.9.2 shall be paid in cash unless otherwise agreed by the seller and purchaser.

7.4 Assumption of Outstanding Company Liabilities. Except as otherwise provided, the continuing Company shall pay, as they mature, all Company obligations and liabilities that exist on the effective date of a Member's termination and shall hold the Member harmless from any action or claim arising or alleged to arise from those obligations or from liabilities accruing after that date.

ARTICLE IX DISSOLUTION AND WINDING UP

8.1 Events of Dissolution. The Company shall dissolve and commence winding up and liquidating the Company's assets upon the occurrence of any of the following events ("liquidating event"):

- (a) A written decision by the Majority-in-Interest of Members to dissolve or wind up the Company; or
- (b) The happening of an event that makes it impossible or unlawful for the Company to carry on its business.

8.2 Winding Up. Upon the happening of a liquidating event, the Company shall conduct no business or engage in any activity that is not necessary or appropriate to winding up its business and liquidating the Company, and shall proceed promptly to wind up its affairs in an orderly manner, to liquidate its assets, to satisfy the claims of its creditors and Members, and to distribute its remaining assets to the Members. The Manager shall supervise the winding up and liquidation and shall dispose of the Company's property as promptly as is

consistent with obtaining its fair market value. The proceeds of the disposition of the property and the other assets of the Company shall be applied in the following order of priority:

- (a) To the payment, in order of priority, of all Company debts to creditors other than the Members;
- (b) To the payment, in the order of priority, and thereafter pro rata, of the debts of the Company owed to its Members; and
- (c) Any balance to the Members pro rata in accordance with the balances in their capital accounts.

8.3 Members' Rights. Except as otherwise specifically provided in this Agreement, each Member has the right to look only to the Company's assets for a return of his capital contribution, has no right to receive anything other than money in a distribution from the Company, and has no priority over any other Member with respect to distributions, allocations, or the return of capital contributions.

8.4 Notice of Dissolution. Within thirty (30) days of the happening of a liquidating event, the Manager shall give written notice to all creditors of the Company, to the banks and other financial institutions with which the Company normally does business, and to all other parties with whom the Company regularly conducts business. The Manager may also publish notice of dissolution in a newspaper of general circulation in each place in which the Company generally conducts business pursuant to Alaska Stat. § 10.50.440.

8.5 Filing of Articles of Dissolution. If the Company is dissolved, Articles of Dissolution may be filed with the State of Alaska as provided for in the Act.

ARTICLE IX MISCELLANEOUS

9.1 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed received by the party to whom addressed when delivered to such party, or when posted if sent by certified mail with postage prepaid, or three business days after posting in the regular United States mail, in each case directed to the party for whom intended at the address of such party then on file with the Company.

9.2 Binding Effect. This Agreement shall be binding upon the estate, legal representative, heirs, devisees, successors, and assigns of the Members and Manager.

9.3 Not for Benefit of Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or of any Member.

9.4 Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

9.5 Amendment. Amendments to this Agreement shall only be made by a writing signed by those representing 80% of the Membership Interests.

9.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

9.7 Waiver of Partition. Each Member agrees that irreparable damage would be done to the Company if any Member brought an action in court to dissolve the Company. Therefore, each Member agrees not to, either directly or indirectly, take any action to require partition of the Company or of any of the assets or properties of the Company. The Members accept the provisions of this Agreement as the sole source of entitlement on termination, dissolution or liquidation of the Company and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to his Interest, in or with respect to, any assets or properties of the Company.

9.8 Non-Waiver. The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance in the future. No consent or waiver, expressed or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

9.9 Counterparts. This agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Members have signed this Agreement effective as of the day first above written.

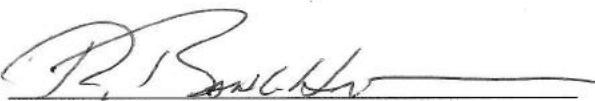
Dated: 5, 18, 2019


Paul V. Disdier


Dated: 5/18, 2019


James F. Disdier

Dated: May 17, 2019


Robert C. Banghart

Dated: 5.18, 2019



Callahan Dillon

Dated: 5/18, 2019




Paul F. Disdier

Dated: 5/20, 2019



William Lomax

Dated: 5/21, 2019



Joseph Lilly

Dated: 5/31, 2019



Shane Quigley

Dated: 5/20, 2019



Michael Stark