

# Alcohol & Marijuana Control Office

Initiating License Application

6/17/2021 3:09:40 PM

**License Number:** 13344**License Status:** Active-Operating**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** TLG GARDEN LLC**Business License Number:** 1055076**Designated Licensee:** Terry Goosen**Email Address:** alaskanartist@mtaonline.net**Local Government:** Matanuska-Susitna Borough**Local Government 2:****Community Council:** Meadow Lakes**Latitude, Longitude:** 61.569900, -149.682500**Physical Address:** 9193 W Margin Way  
Wasilla, AK 99623-4194  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10059991**Alaska Entity Name:** TLG Garden LLC**Phone Number:** 907-892-4435**Email Address:** alaskanartist@mtaonline.net**Mailing Address:** 9193 W Margin Way  
Wasilla, AK 99623-4194  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Gerard Johnson**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-349-5104**Email Address:** gerard473@gmail.com**Mailing Address:** 601 Cedar Park Circle  
Anchorage, AK 99515  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Terry Goosen**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-892-4435**Email Address:** alaskanartist@mtaonline.net**Mailing Address:** 9193 W Margin Way  
Wasilla, AK 99623-4194  
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:	TLG Garden, LLC	License Number:	13344		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	TLG Garden LLC				
Premises Address:	9193 W Margin Way				
City:	Wasilla	State:	Alaska	ZIP:	99623-4194

### Section 2 – Individual Information

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

Name:	Gerard Johnson
Title:	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.

--

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 &amp; Waiver

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

Initials

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

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

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

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

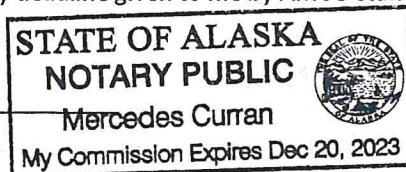
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

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

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

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

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

  
Signature of licensee  
Notary Public in and for the State of AlaskaGerard Johnson

Printed name of licensee

My commission expires: 12/20/2023Subscribed and sworn to before me this 27<sup>th</sup> day of May, 2021.



## Alaska Marijuana Control Board

**Form MJ-20: Renewal Application Certifications****What is this form?**

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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.

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Licensee:	TLG Garden, LLC	License Number:	13344		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	TLG Garden LLC				
Premises Address:	9193 W Margin Way				
City:	Wasilla	State:	Alaska	ZIP:	99623-4194

**Section 2 – Individual Information**

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

Name:	Terry Goosen
Title:	Manager, 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.

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.

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Initials

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# Form MJ-20: Renewal Application Certifications

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

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TS

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TS

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TS

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

TS

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

TS

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.

TS

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.

TS

I, Terry Goosen, 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.

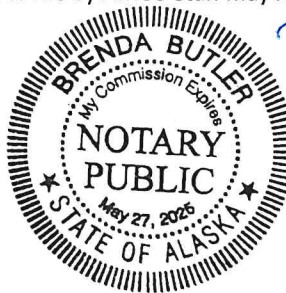
TS

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.

Terry Goosen  
Signature of licensee

Terry Goosen

Printed name of licensee



Brenda Butler  
Notary Public in and for the State of Alaska

My commission expires: 5/27/2026

Subscribed and sworn to before me this 17 day of June, 2021.

## **COMMERCIAL LEASE**

This Lease Agreement (this "Lease") is dated as of January 01, 2018, by and between Terry L Goosen ("Landlord"), and TLG Garden LLC ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 1500 square foot building at 9193 W Margin Way, Wasilla, AK to include a 20 foot surrounding margin. (the "Premises") located at 9193 W Margin Way, Wasilla, AK 99623.

**TERM.** The lease term will begin on February 01, 2018 and will terminate on February 01, 2019.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$1,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 9193 W Margin Way, Wasilla, Alaska 99623. The payment address may be changed from time to time by the Landlord.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$500.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Limited Marijuana Cultivation Facility The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

**PROPERTY INSURANCE.** Tenant shall maintain casualty insurance on the Premises in an amount not less than \$10,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance



written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises with personal injury limits of at least \$10,000.00 for injury to one person, and \$20,000.00 for any one accident, and a limit of at least \$10,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of 3 years per renewal term, unless either party gives written notice of termination no later than sixty days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall



not be construed as exclusive unless otherwise required by law.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.



**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Terry L Goosen  
9193 W Margin Way  
Wasilla, Alaska 99623

**TENANT:**

TLG Garden LLC  
9193 W Margin Way  
Wasilla, AK 99623

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Alaska.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.


**LANDLORD:**

  
Terry L. Goosen


Date: 1/11/18

**TENANT:**

**TLG Garden LLC**

By:   
Terry L. Goosen,  
Owner

Date: 1/11/18

By:   
Gerard Johnson  
Investor

Date: 1/11/18



## AMENDMENT TO COMMERCIAL LEASE

THIS AMENDMENT is entered into between Landlord and Tenant effective as of the 2nd day of March, 2018 under that certain Commercial Lease originally dated January 1, 2018, related to the property commonly known as 9193 W Margin Way, Wasilla, Alaska 99623.


NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

- 1. Default:** Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the licensed premises if Tenant cannot be reached, abandons the property, or similar event.


Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

DATED effective as of the year and date above set forth.

**LANDLORD:**  
**Terry L Goosen**

By:   
Terry L Goosen

**TENANT:**  
**TLG Garden, LLC**

By:   
Terry L Goosen, Manager, Member

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

## **Certificate of Organization**

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

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

**TLG Garden LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective May 25, 2017.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner



Alaska Entity #10059991

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

## Certificate of Compliance

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby issues a Certificate of Compliance for:

TLG Garden LLC

This entity was formed on May 25, 2017 and is in good standing. This entity has filed all biennial reports and fees due at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective May 25, 2017.

Chris Hladick  
Commissioner



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

Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**TLG GARDEN LLC**

9193 W MARGIN WAY WASILLA AK 99623

owned by

TLG GARDEN LLC

is licensed by the department to conduct business for the period

May 30, 2017 through December 31, 2018  
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.  
This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Chris Hladick





THE STATE

of

**ALASKA**

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

AK Entity #: 10059991  
Date Filed: 05/25/2017  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

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### 1 - Entity Name

Legal Name: TLG Garden LLC

### 2 - Purpose

Limited Cannabis Cultivation facility

### 3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

### 4 - Registered Agent

Name: Billy Fikes, JR

Mailing Address: 8990 W Angel Dr, Wasilla, AK 99623

Physical Address: 8990 W Angel Dr, Wasilla, AK 99623

### 5 - Entity Addresses

Mailing Address: 9193 W Margin Way, Wasilla, AK 99623

Physical Address: 9193 W Margin Way, Wasilla, AK 99623

### 6 - Management

The limited liability company is managed by a manager.

## 7 - Officials

Name	Address	% Owned	Titles
Gerard Johnson			Organizer
Terry Goosen			Organizer

### Name of person completing this online application

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

**Name:** Billy Fikes Jr



THE STATE  
of ALASKA

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

AK Entity #: 10059991  
Date Filed: 10/19/2020  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Domestic Limited Liability Company

### 2021 Biennial Report

For the period ending December 31, 2020

Web-10/19/2020 10:13:27 AM

**Due Date:** This report along with its fees are due by January 2, 2021

**Fees:** If postmarked before February 2, 2021, the fee is \$100.00.

If postmarked on or after February 2, 2021 then this report is delinquent and the fee is \$137.50.

**Entity Name:** TLG Garden LLC

**Entity Number:** 10059991

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 9193 W MARGIN WAY, WASILLA, AK  
99623

**Mailing Address:** 9193 W MARGIN WAY, WASILLA, AK  
99623

**Registered Agent** information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

**Name:** Jana Weltzin

**Physical Address:** 901 PHOTO AVE, ANCHORAGE, AK  
99503

**Mailing Address:** 901 PHOTO AVE, ANCHORAGE, AK  
99503

**Officials:** The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Terry Goosen	9193 W MARGIN WAY, WASILLA, AK 99623	90.00	X	X
Gerard Johnson	601 CEDAR PARK CIRCLE, ANCHORAGE, AK 99515	10.00		X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

**Purpose:** Limited Cannabis Cultivation facility

**NAICS Code:** 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

**New NAICS Code (optional):**

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make

**OPERATING AGREEMENT**  
**of**  
**LLC with Terry Goosen and Gerard Johnson**

**This Operating Agreement** (the "Agreement") made and entered into this 22 day of May, 2017 (the "Execution Date"),

**BY:**

Terry Goosen and Gerard Johnson of Wasilla, Alaska  
  
(the "Members").

**BACKGROUND:**

- A. The Members wish to be the only members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

**IN CONSIDERATION OF** and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

**Formation**

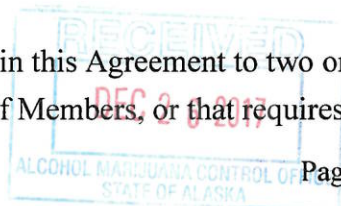
- 1. By this Agreement, the Members forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Member will be as stated in Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

**Name**

- 2. The name of the Company will be TLG Gardens.

**Sole Member**

- 3. While the Company consists only two Members, any reference in this Agreement to two or more Members requires the majority consent or unanimous consent of Members, or that requires a



certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the two Members.

#### **Purpose**

4. Cultivation growing and care.

#### **Term**

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

#### **Place of Business**

6. The Principal Office of the Company will be located at 9193 W Margin Way, Wasilla, Alaska 99623 or such other place as the Members may from time to time designate.

#### **Capital Contributions**

7. The following is the Initial Contributions of the Member Gerard Johnson. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms: Wherein the members as agreed upon that Gerard will invest what is required for the business for a period of two years or 24 months.

#### **Allocation of Profits/Losses**

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members: with a ten percent of any net profit or loss being allocated to Gerard Johnson and a ninety percent being allocated to Terry Goosen.
9. Where the Company consists of two or more members Mr. Terry Goosen will have priority over any other member for the distribution of Net Profits or Losses.

#### **Nature of Interest**

10. A Member's Interest in the Company will be considered personal property.

#### **Withdrawal of Contribution**



11. Where the Company consists of two or more Members, no Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

### **Liability for Contribution**

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

### **Additional Contributions**

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, and where the Company consists of two or more Members, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance to the Company by any Member in excess of the time provided of two years in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

### **Capital Accounts**

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

### **Interest on Capital**



16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

### **Management**

17. Management of this Company is vested by Terry Goosen.

### **Authority to Bind Company**

18. Only the following individual shall have authority to bind the Company in contract: Terry Goosen.

### **Duty of Loyalty**

19. While a person is a Member of the Company, and for a period of at least one year after that person ceases to be a Member, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

### **Member Meetings**

20. Where the Company consists of two or more Members, a meeting may be called by any Member providing that reasonable notice has been given to the other Members.
21. Regular meetings of the Members will be held Bi Annually.

### **Voting**

22. Each Member will have a single equal vote on any matter with Terry Goosen if a tie the vote will have the final say.

### **Admission of New Members**

23. No new Members may be admitted into the Company.

### **Voluntary Withdrawal of a Member**

24. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a



breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.

25. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
26. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

#### **Involuntary Withdrawal of a Member**

27. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
28. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

#### **Dissociation of a Member**

29. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member.

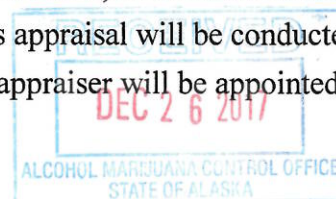
30. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
31. Any remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
32. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
33. Where any remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

#### **Right of First Purchase**

34. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, Robert Allen Goosen will have a right of first purchase of that Member's Interest.

#### **Valuation of Interest**

35. Where the Company consists of two or more Members, a Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
36. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a



reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members.

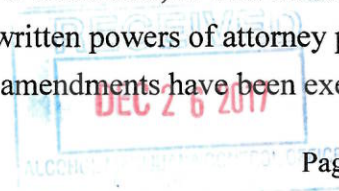
37. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

### **Dissolution**

38. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
39. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
  - b. in satisfaction of Company debt obligations to current Members; and then
  - c. to the Member.

### **Records**

40. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
  - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
  - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.



- e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
41. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

### **Books of Account**

42. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

### **Banking and Company Funds**

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

### **Audit**

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

### **Tax Treatment**

45. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

### **Annual Report**



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

### **Goodwill**

47. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

### **Governing Law**

48. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

### **Force Majeure**

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

### **Forbidden Acts**

50. No Member may do any act in contravention of this Agreement.
51. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
52. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

53. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
54. No Member may confess a judgment against the Company.
55. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

### **Indemnification**

56. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

### **Liability**

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

### **Liability Insurance**

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

### **Life Insurance**

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

### **Actions Requiring Unanimous Consent**



60. The following actions will require the unanimous consent of all Members:

- a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

#### **Amendment of this Agreement**

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

#### **Title to Company Property**

62. Title to all Company property will remain in the name of Terry Goosen he shall retain his ninety percent of ownership in the Company.

#### **Miscellaneous**

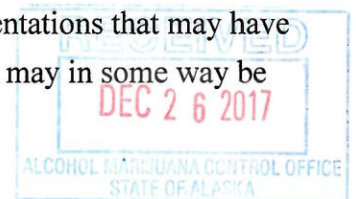
63. Time is of the essence in this Agreement.

64. This Agreement may be executed in counterparts.

65. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

66. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

67. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be



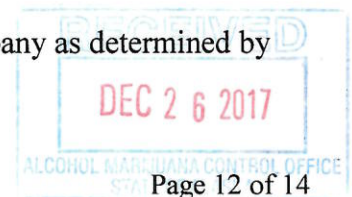
inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

68. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
69. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
70. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

### **Definitions**

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

- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
- b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
- c. "Distributions" means a payment of Company profits to the Members.
- d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

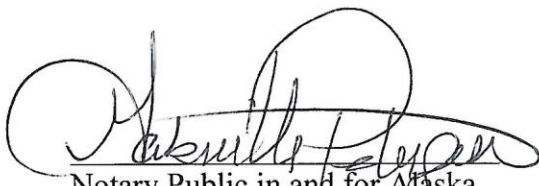


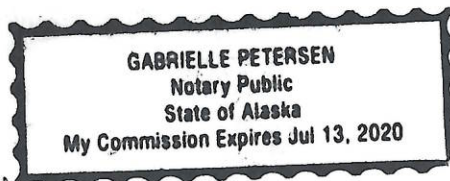
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

SUBSCRIBED TO AND SWORN BEFORE ME Terry Goosen has afixed his signature under hand and seal on this 22 day of May 2017.

STATE OF ALASKA                    )  
THIRD JUDICIAL DISTRICT    )

  
Terry Goosen, Member of TLG Gardens

  
Notary Public in and for Alaska  
My Commission Expires 07-13-2020



SUBSCRIBED TO AND SWORN BEFORE ME Gerard Johnson has afixed his signature under hand and seal on this 25 day of May 2017.



STATE OF ALASKA )

THIRD JUDICIAL DISTRICT )



Gerard Johnson, Member of TLG Gardens

  
Notary Public in and for Alaska  
My Commission Expires 3/25/21



*Thank you for your business!*

411 Paralegal & 1 Spy Operatives Phone: 745-0411 Fax: 373-0422 Email: [411paralegaloperatives@gmail.com](mailto:411paralegaloperatives@gmail.com)



Received by AMCO 6.17.21