

# Alcohol & Marijuana Control Office

Initiating License Application

6/21/2021 9:51:55 AM

**License Number:** 19532**License Status:** Active-Operating**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** HIGHLINER CRAFTS LLC**Business License Number:** 1085113**Designated Licensee:** Andrew Burton**Email Address:** andysburton@gmail.com**Local Government:** Ketchikan Gateway Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 55.411591, -131.727944**Physical Address:** 98 Kian Street  
Ketchikan, AK 99901  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10092922**Alaska Entity Name:** Highliner Crafts LLC**Phone Number:** 801-712-5000**Email Address:** andysburton@gmail.com**Mailing Address:** PO BOX 1031  
Ward Cove, AK 99928  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Andrew Robinson**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 970-306-5632**Email Address:** aj.robinson18906@gmail.com**Mailing Address:** 5007 N Tongass Highway  
Ketchikan, AK 99901  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Andrew Burton**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 801-712-5000**Email Address:** andysburton@gmail.com**Mailing Address:** PO BOX 1031  
Ward Cove, AK 99928  
UNITED STATES**Entity Official #3****Type:** Individual**Name:** W Trent Headley JR**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-617-2711**Email Address:** trichomet@gmail.com**Mailing Address:** PO BOX 1296  
Ward Cove, AK 99928  
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:	Highliner Crafts LLC	License Number:	19532		
License Type:	Limited Cultivation Facility				
Doing Business As:	Highliner Crafts LLC				
Premises Address:	98 Kian Street				
City:	Ketchikan	State:	AK	ZIP:	99901

**Section 2 – Individual Information**

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

Name:	Andrew Burton
Title:	owner

**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.

AB
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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.

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

AB
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**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.

AB

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.

AB

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

AB

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

AB

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

AB

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.

AB

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.

AB

I, ANDREW BURTON, 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.

AB

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

STATE OF ALASKA  
NOTARY PUBLIC  
SHARON E WAGNER



Notary Public in and for the State of Alaska

ANDREW BURTON

Printed name of licensee

My commission expires: 11/07/2024Subscribed and sworn to before me this 16<sup>th</sup> day of June, 2021.



## Alaska Marijuana Control Board

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Premises Address:	98 Kian St				
City:	Ketchikan	State:	AK	ZIP:	99901

**Section 2 – Individual Information**

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Name:	Andrew Robinson
Title:	owner

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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.

ASJ2

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.

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

ASJ2

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

ASJ2

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

ASJ2

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.

ASJ2

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.

ASJ2

I, Andrew Robinson, 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.

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ASJ2

Signature of licensee

STATE OF ALASKA  
NOTARY PUBLIC  
SHARON E WAGNER



Notary Public in and for the State of Alaska

My commission expires:

11/07/2024

Andrew Robinson

Printed name of licensee

Subscribed and sworn to before me this 21 day of June, 2021.



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Premises Address:	98 Kian Street				
City:	Ketchikan	State:	AK	ZIP:	99901

**Section 2 – Individual Information**

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

Name:	W Trent Headley
Title:	owner

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WTH

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WTH

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.

WTH

W. Trent Headly, 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.

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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

STATE OF ALASKA  
NOTARY PUBLIC  
SHARON E WAGNER



Notary Public in and for the State of Alaska

My commission expires:

11/07/2024

Printed name of licensee

Subscribed and sworn to before me this 16<sup>th</sup> day of June, 2021.

# COMMERCIAL LEASE AGREEMENT 2021

**THE PARTIES.** This Lease Agreement agreed on January 1<sup>st</sup> 2021 is between:

The **Lessor** is 1 individual known as Andrew Burton with a mailing address of 210 Strawberry Rd Ketchikan, Alaska, 99901, hereinafter referred to as the "Lessor".

**AND**

The **Lessee** is a business entity known as Highliner Crafts LLC with a mailing address of PO Box 1031, Ward Cove, Alaska, 99928, hereinafter referred to as the "Lessee".

The Lessor and Lessee hereby agree as follows:

**DESCRIPTION OF LEASED PREMISES.** The Lessor agrees to lease to the Lessee the following described commercial building located at 98 Kian Street, Ketchikan, Alaska, 99901.

Hereinafter referred to as the "Premises".

**USE OF LEASED PREMISES.** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use, including the use of the Premises as an Alaska state licensed marijuana establishment.

**EXCLUSIVE USE.** The Lessee holds exclusive rights on the Premises, as well as the entirety of Wacker City Block 4 Lot 12, US Survey 1056 ("the Property"). No areas of the Property shall be rented to any other person or entity.

**TERM OF LEASE.** This Lease shall commence on January 1<sup>st</sup> 2021 and expire at midnight on December 31<sup>st</sup> 2021 ("Initial Term").

**RENT AMOUNT.** Payment shall be made by the Lessee to the Lessor for the Initial Term of this Lease Agreement in accordance with the following payment schedule:

## PAYMENT SCHEDULE

Start Date: January 1<sup>st</sup> 2021 End Date: December 31<sup>st</sup> 2021 Payment \$1200 per month

**RENT PAYMENT.** The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1<sup>st</sup> of every month.



**RETURNED CHECKS (NSF).** If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$25 in addition to any late fee.

**LATE FEE.** The Lessor shall charge a late payment fee of \$120 if the rent is not paid on time by the Lessee.

**EXPENSES.** In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor. Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property), liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as plumbing and electrical. The Lessee shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessee will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall not have to provide or maintain personal liability or property damage insurance as a lessee.

**UTILITIES.** The Lessee shall be responsible for any and all utilities to the Premises in relations to the total property area.

**SECURITY DEPOSIT.** A security deposit shall not be required in advance upon the signing of this Lease.

**FURNISHINGS.** The Lessor will not provide any furnishings to the Lessee under this Lease.

**PARKING.** Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There is no set number of parking spaces provided to the Lessee. There shall be no fee charged to the Lessee for the use of the Parking Space(s).

**LEASEHOLD IMPROVEMENTS.** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in

accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed as to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of the Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay the Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

**LICENSES AND PERMITS.** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**MAINTENANCE.** The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of the Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of the Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

**SALE OF PROPERTY.** In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 day prior to the termination of said Lease.

**INSURANCE.** In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for the same as

additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

**SUBLET/ASSIGNMENT.** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

**DAMAGE TO LEASED PREMISES.** In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and tear expected. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of the Lessee or his guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring his contemplated operation and business activity into compliance with any law or regulation of a state or local authority.

**HAZARDOUS MATERIALS LAWS.** Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous

Materials Transportation Act, and any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the forgoing.

**LESSEE'S DEFAULT AND POSSESSION.** In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of the Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed that if the Lessee is in default, the Lessor would hereby contact AMCO enforcement, and Lessor will not remove from the Premises or take possession of any marijuana or marijuana product. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at the Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all additional legal remedies then available.

**LESSOR'S DEFAULT.** The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issues in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

**DISPUTES.** If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith". Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Alaska. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to



the binding effect of any ruling or judgment made by the American Arbitration Association.

**INDEMNIFICATION.** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

**BANKRUPTCY - INSOLVENCY.** The Lessee agrees that in the event that all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee instituted any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become and asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

**SUBORDINATION AND ATTORNMENT.** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

**RIGHT OF ENTRY.** In accordance with state and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

**ESTOPPEL CERTIFICATE.** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

**HOLDOVER PERIOD.** Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days notice by either party.

**WAIVER.** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

**GOVERNING LAW.** This Lease shall be governed by the laws of the State of Alaska.

**NOTICES.** Notices shall be addressed to the following:

**Lessor**

Andrew Burton  
210 Strawberry Rd, Ketchikan, Alaska, 99901

**Lessee**


Highliner Crafts LLC  
PO Box 1031, Ward Cove, Alaska, 99928

**AMENDMENT(S).** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

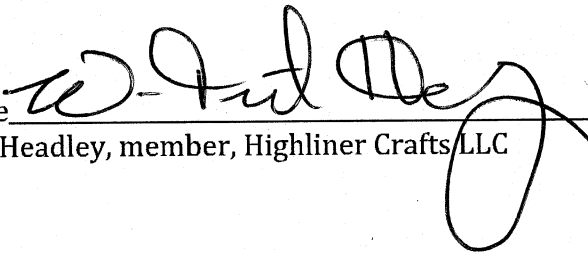
**SEVERABILITY.** If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

**BINDING EFFECT.** This Lease and any amendments thereto shall be binding upon the Lessor and Lessee and/or their respective successors, heirs, assigns, executors and administrators.

**LESSOR SIGNATURE**

Signature  Date 1/1/2021  
Andrew Burton

**LESSEE SIGNATURE**

Signature  Date 1-1-21  
W Trent Headley, member, Highliner Crafts LLC

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
HIGHLINER CRAFTS LLC**

A Member-Managed Limited Liability Company

**AN ALASKA OPERATING AGREEMENT**

THIS OPERATING AGREEMENT is made and entered into effective October 12, 2018, by and among: Andrew S Burton ("Burton"), Andrew J Robinson ("Robinson"), and W Trent Headley Jr ("Headley") (collectively referred to in this agreement as the "Members").

**SECTION 1**

**THE LIMITED LIABILITY COMPANY**

1.1 *Formation.* Effective October 12, 2018 the Members form a limited liability company under the name Highliner Crafts LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the laws of the State of Alaska (the "Act"). The Members agree to file with the appropriate agency within the State of Alaska charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Highliner Crafts LLC, or such other name upon which the Members may unanimously agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Alaska.

1.4 *Office.* The Company will maintain its principal business office within the State of Alaska at the following address: 98 Kian Street, Ketchikan, Alaska, 99901

1.5 *Term.* The term of the Company commences on October 12, 2018 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.6 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.7 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.



## SECTION 2

### CAPITALIZATION

*2.1 Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

*2.2 Future Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

*2.3 No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

*2.4 Other Capital Contributions.* Burton hereby commits to pay costs associated with entity creation and business licensing, legal notices, Post Office box, and engineering reports. Burton hereby commits to perform and provide for the rough build out of the premises located at 98 Kian Street, Ketchikan, Alaska, 99901 including but not limited to electrical service, electrical panel, wiring, plumbing, septic system, cistern, water pump, water pressure tank, water heater, toilet, sink, interior framing, doors, drywall, and insulation. Burton hereby commits to prepaying the lease on the premises located at 98 Kian Street, Ketchikan, Alaska, 99901 through December 31, 2019. Beginning January 1, 2020 the Company will be responsible for paying the rent associated with the lease on the premises located at 98 Kian Street, Ketchikan, Alaska, 99901 for the amount of \$1,200 per month.

*2.5 Allocation of Initial Contributions.* The initial capital contributions paid by Robinson and Headley will go toward any and all remaining start up costs, including but not limited to lighting systems, fixtures, air handling equipment, heat pump, dehumidifiers, reverse osmosis system, surveillance system, alarm system, computer, safe, AMCO licensing, and inspections. After these and any other start up costs are paid, any cash remaining from the initial contributions will be used at the discretion of Robinson and Headley (including the option to credit their member capital accounts).

*2.6 In Kind Contributions.* Members may provide receipts for purchased start up equipment in lieu of cash for their initial contribution, provided that all members unanimously approve the purchase.

## **SECTION 3**

### **ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds monthly or at other intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

## **SECTION 4**

### **INDEMNIFICATION**

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

## **SECTION 5**

### **POWERS AND DUTIES OF MANAGERS**

#### *5.1 Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

## **SECTION 6**

### **SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES**

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by Burton.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

## **SECTION 7**

### **ACCOUNTING**

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

## SECTION 8

### TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the unanimous prior written consent of the other non-transferring Members.

8.2 *Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the



Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

*8.4 Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

*8.5 Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding

30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then existing Ownership Interests.

## **SECTION 9**

### **DISSOLUTION AND WINDING UP OF THE COMPANY**

9.1 *Dissolution*. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up*. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

## **SECTION 10**

### **GENERAL PROVISIONS**

10.1 *Amendments*. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.



10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Alaska (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.


10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Andrew S Burton

Name

  
Signature

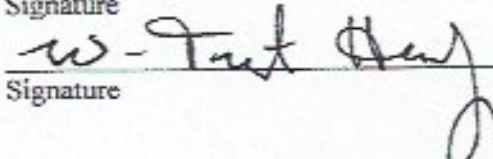
Andrew J Robinson

Name

  
Signature

W Trent Headley Jr

Name

  
Signature

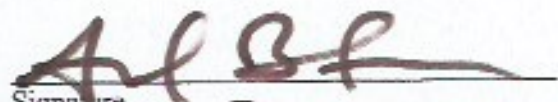
**Listing of Members - Schedule 1**  
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR HIGHLINER CRAFTS, L.L.C.**  
**LISTING OF MEMBERS**

As of the 11th day of October, 2018, the following is a list of Members of the Company:

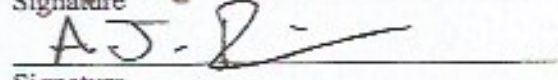
NAME	ADDRESS
<u>Andrew S Burton</u>	<u>332 D 2 Loop Rd</u> <u>Ketchikan, AK 99901</u>
<u>Andrew J Robinson</u>	<u>5007 North Tongass Highway</u> <u>Ketchikan, AK 99901</u>
<u>W Trent Headley Jr</u>	<u>368 D 2 Loop Rd</u> <u>Ketchikan, AK 99901</u>

Authorized by Member(s) to provide Member Listing as of this 11<sup>th</sup> day of October, 2018

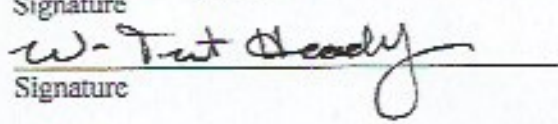
Andrew S Burton  
Name

  
Signature

Andrew J Robinson  
Name

  
Signature

W Trent Headley Jr  
Name

  
Signature




**Listing of Capital Contributions - Schedule 2**  
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**FOR HIGHLINER CRAFTS, L.L.C.**  
**CAPITAL CONTRIBUTIONS**

The description and each individual portion of this initial contribution is as follows:

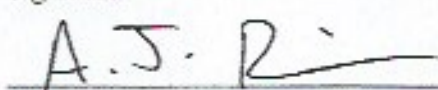
NAME	CONTRIBUTION	% OWNERSHIP
Andrew S Burton (Member)	Rent and capital under section 2.4	34%
Andrew J Robinson (Member)	\$25,000	33%
W Trent Headley Jr (Member)	\$25,000	33%

SIGNED AND AGREED this 11<sup>th</sup> day of October, 2018

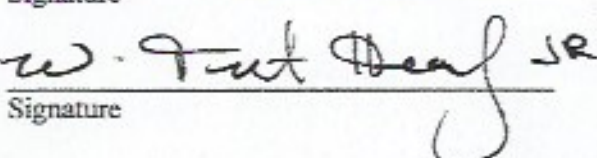
Andrew S Burton  
Name

  
Signature

Andrew J Robinson  
Name

  
Signature

W Trent Headley Jr  
Name

  
Signature