



Public Notice

Application for Marijuana Establishment License

License Number: 19728

License Status: Active-Operating

License Type: Marijuana Product Manufacturing Facility

Doing Business As: COSMIC SEAWEED, LLC

Business License Number: 1088609

Email Address: cosmicseaweed@gmail.com

Latitude, Longitude: 59.638874, -151.539705

Physical Address: 262 Charles Way
Homer, AK 99603
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10093588

Alaska Entity Name: Cosmic SeaWeed, LLC

Phone Number: 907-982-0513

Email Address: cosmicseaweed@gmail.com

Mailing Address: 272 Charles Way
c/o CB Corey
Homer, AK 99603
UNITED STATES

Entity Official #1

Type: Individual

Name: Christina Logan

Phone Number: 907-982-0513

Email Address: chrisloganrn@hotmail.com

Mailing Address: 2303 Tulik Drive
Anchorage, AK 99517
UNITED STATES

Entity Official #2

Type: Individual

Name: Christopher Corey

Phone Number: 907-299-3745

Email Address: cbhomerak@gmail.com

Mailing Address: 272 Charles Way
Homer, AK 99603
UNITED STATES

Entity Official #3

Type: Individual

Name: Chris Long

Phone Number: 419-708-0174

Email Address: pyrofish13@gmail.com

Mailing Address: 879 Linda Court
Homer, AK 99603
UNITED STATES

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE _____

Alcohol & Marijuana Control Office

License Number: 19728

License Status: Active-Operating

License Type: Marijuana Product Manufacturing Facility

Doing Business As: COSMIC SEAWEED, LLC

Business License Number: 1088609

Designated Licensee: Christina Logan

Email Address: cosmicseaweed@gmail.com

Local Government: Homer

Local Government 2:

Community Council:

Latitude, Longitude: 59.638874, -151.539705

Physical Address: 262 Charles Way
Homer, AK 99603
UNITED STATES

Licensee #1

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Alaska Entity Number: 10093588

Alaska Entity Name: Cosmic SeaWeed, LLC

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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:	Cosmic SeaWeed LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

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

Name:	Christina A. Logan
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.



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, 2019 and June 30, 2020.



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

Initials

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





Alaska Marijuana Control Board
Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

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.



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.

Christina Logan

Signature of licensee

Rayce Johnson

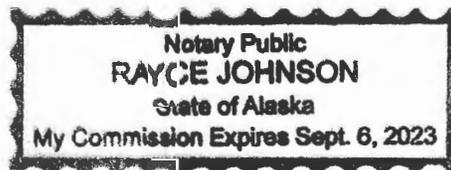
Notary Public in and for the State of Alaska

Christina Logan

Printed name of licensee

My commission expires: 09/06/2023

Subscribed and sworn to before me this 27th day of June, 2020.





Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

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

What is this form?

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

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Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

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

Name:	Christopher B Corey
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.



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, 2019 and June 30, 2020.



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Initials

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Alaska Marijuana Control Board Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

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.

CC

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.

CC

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

CC

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

CC

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

CC

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.

CC

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.

CC

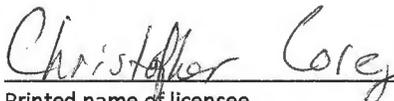
As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide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



Signature of licensee



Notary Public in and for the State of Alaska



Printed name of licensee

My commission expires: 01/22/2022

Subscribed and sworn to before me this 16th day of June, 2020.





Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

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Licensee:	Cosmic SeaWeed LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

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

Name:	Chris C Long
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

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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.

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

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

Initials

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



Alaska Marijuana Control Board
Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

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

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ll

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.

ll

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

ll

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

ll

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

ll

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.

ll

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.

ll

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.

Chris Long

Signature of licensee

Talena Kinder

Notary Public in and for the State of Alaska

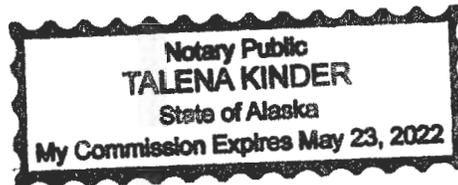
Chris Long

Printed name of licensee

My commission expires:

May 23rd 2022

Subscribed and sworn to before me this 11th day of June, 2020.



Commercial Lease Agreement

This Commercial Lease Agreement is made effective November 1, 2018, between Cosmic SeaWeed, LLC (Tenant) and Christina A Logan IRA (Landlord).

Landlord is the owner of the land and building known as C3 Commercial Building (Leased Premises) at the address commonly known as 262 Charles Way, Homer, Alaska. Also identified as T65 R 13W SEC 20 Seward Meridian HM 0670365 WR Benson Sub Amended Lot 174.

Landlord desires to lease the Leased Premises to the Tenant, and Tenant hereby leases same from Landlord for the term, at the rental and upon covenants, conditions and provisions here in and set forth.

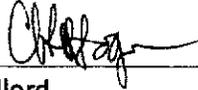
Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;

1. **Term:** Landlord hereby leases the Leased Premises to the Tenant, and Tenant hereby leases the same from Landlord, for an initial Term beginning 11/1/2018 and ending 12/31/2020. On November 20, 2018, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.
2. **Rent:** Tenant shall pay to Landlord a monthly rent during the initial term and during the renewal period lease of \$2000.00 per month.
3. **Taxes:** Landlord shall be responsible for property taxes during the duration of the Lease.
4. **Remodeling:** At the cost of the tenant, any building modifications to the premises are allowed for conducting business, including installation of security and lighting, ventilation, and other modifications within the walls of the building.
5. **Use:** Notwithstanding the forgoing, Tenant is allowed to conduct all legal marijuana manufacturing, production, storage, shipment and activities. Landlord is aware that closed loop hydrocarbon extraction equipment will be on site, and Tenants agree to take all reasonable and measured steps to mitigate dangerous or hazardous conditions.
6. **Sublease and Assignment:** Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part without the Landlord's effective written consent.
7. **Utilities:** Tenant shall pay all charges for gas, electric, telephone, internet, water and sewer and any other utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by the landlord.
8. **Insurance:** Tenants will carry liability and business insurance for the property. Landlord will not be liable for any property inside the building.
9. **Repairs:** Any necessary repairs to the building structure, heat plant, water and sewer will be the responsibility of the Landlord. Damages caused by the Tenant will be repaired at the cost of the Tenant.
10. **Access and Inspection:** During any entry by Landlord or its agent on the premises, Landlord's agent shall be over the age of 21 and shall comply with Tenant's visitor policy as required by the Alaska Marijuana Control Board regulations. In the event of an

emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.

11. Default: Landlord shall not take into it's possession any marijuana or marijuana product and shall contact Alaska Marijuana Control Board prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

IN WITNESS WHEREOF, the parties have executed this Lease on November 1, 2018



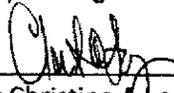
Landlord
Christina A Logan IRA
Christina Logan (manager)



Tenant Chris C Long
Chief Financial Officer, Cosmic SeaWeed, LLC



Tenant Christopher B Corey
Chief Operating Officer, Cosmic SeaWeed, LLC



Tenant Christina A Logan
Chief Executive Officer, Cosmic SeaWeed, LLC

Department of Commerce, Community, and Economic
Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database](#)

[Download / Corporations / Entity Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Cosmic SeaWeed, LLC

Entity Type: Limited Liability Company

Entity #: 10093588

Status: Good Standing

AK Formed Date: 10/25/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: 272 CHARLES WAY, HOMER, AK 99603

Entity Physical Address: 262 CHARLES WAY, HOMER, AK 99603

Registered Agent

Agent Name: Christina Logan

Registered Mailing Address: 2303 TULIK DR, ANCHORAGE, AK 99517

Registered Physical Address: 262 CHARLES WAY, HOMER, AK 99603

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Chris C Long	Member	33.33
	Christina Logan	Member	33.34
	Christopher B Corey	Member	33.33

Filed Documents

Date Filed	Type	Filing	Certificate
10/25/2018	Creation Filing	Click to View	Click to View
2/12/2019	Initial Report	Click to View	
12/24/2019	Biennial Report	Click to View	
6/10/2020	Change of Officials	Click to View	

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**AMENDED AND RESTATED OPERATING AGREEMENT
OF COSMIC SEAWEED, LLC**

This Amended and Restated Operating Agreement (“Operating Agreement”) of Cosmic SeaWeed, LLC (the “Company”), an Alaska limited liability company, is entered into by and among the Company and the individuals executing this Agreement as the Members.

RECITALS

Christina Logan, Christopher Corey, and Chris Long executed an Operating Agreement for Cosmic SeaWeed, LLC, dated October 25, 2018 (“2018 Operating Agreement”).

The 2018 Operating Agreement, under provision XLII, allows for its Members to amend the 2018 Operating Agreement and the Members desire to amend and restate the Company’s Operating Agreement.

The Members agree to this Operating Agreement’s provisions and have executed a resolution adopting the Operating Agreement.

In consideration of the promises and covenants contained herein, the Members agree as follows.

AGREEMENT

1. ADOPTION OF STATUTORY RULES

Except to the extent provided by this Operating Agreement or the Articles of Organization, the Company is governed by the rules, procedures, and provisions set forth in the Alaska Revised Limited Liability Company Act (the “Act”), AS 10.50, and any successor statute, as amended from time to time.

2. INITIAL MEMBERS

The Company’s initial Members and each Member’s Membership Interest are set forth below:

<u>Name</u>	<u>Membership Interest</u>
Christina A. Logan	33.34%
Christopher B. Corey	33.33%
Chris C. Long	33.33%

Member or Members when used in the Operating Agreement means Christina A. Logan, Christopher B. Corey, and Chris C. Long and any other person who executes this Operating Agreement in the future pursuant to the Operating Agreement’s provisions.

3. ORGANIZATION AND PURPOSE

A. Company’s Name

The Company’s name is Cosmic SeaWeed, LLC.

B. Purpose

The Company is organized to own and operate marijuana-related businesses and to engage in any other lawful purpose.

C. Term.

The term of the Company will begin upon the acceptance of the Articles of Organization by the Alaska Department of Commerce and will continue until terminated pursuant to Section 9 of this Operating Agreement or the Act's mandatory provisions.

D. Registered Agent

The Company's initial registered agent is Christina A. Logan, whose mailing address is 272 Charles Way, Homer, AK 99603 and physical address is 262 Charles Way, Homer, AK 99603.

4. MEMBERS' RIGHTS AND DUTIES

A. Management Right

The Members will manage the Company. Each Member has the right to participate in the control and conduct of the Company's business, and subject to the limitations imposed by the Act, this Operating Agreement, or Members' action, each Member is an agent of the Company and has authority to bind the Company in the ordinary course of its business. The Members have the power, on the Company's behalf, to do all things necessary, appropriate, or convenient to carry out the Company's business and affairs.

B. Members' Liability

No Member will be liable for any debt or obligation for which the Company is liable or which is secured by Company property. The Company's failure to observe any formalities or requirements relating to the exercise of the Company's powers or management of its business or affairs under this Operating Agreement or the Act will not be grounds for imposing personal liability on any Member.

C. Indemnity

The Company will indemnify each Member against losses, judgments, claims, expenses, and liabilities, including amounts paid in settlement, in connection with the Member's acts, errors, omissions, or services relating to the Company, to the fullest extent permitted by law.

D. Dealing with the Company

The Members may deal with the Company, provide or receive assets or services to or from the Company, and receive compensation or other income from the transactions and dealings.

5. COMPANY MANAGEMENT

A. Company Management

The Members have the exclusive right to manage the Company's business. Accordingly, except as otherwise specifically limited in this Operating Agreement or under applicable law, the Members will: (i) manage the Company's affairs and business; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on the Company's behalf.

B. Company Expenses

All expenses incurred with respect to the Company's organization, operation, and management will be paid or reimbursed by the Company. Before the Company can incur debt exceeding \$20,000 or spend greater than \$20,000 in one transaction a majority of the Company's ownership interest must approve of the debt or spending.

C. Meetings

Any Member may call a Member meeting. The meeting must be held at the Company's principal place of business or as designated in the meeting's notice or notice waiver. Notice of a Member meeting must be provided to each Member at least three days and no more than thirty days before the meeting's date, unless the procedures in Section 5.I., are followed. Notices must be in writing and specify the purpose for which the meeting is called.

D. Quorum

A quorum for transacting business at any Member meeting requires a majority of the Company's Membership Interest present in person or represented by proxy.

E. Telephonic Meetings

Members may participate in, attend, and act at any Member meeting through telephonic or other communication means, as long as all persons participating in the meeting can hear each other. A Member's participation in a Member meeting constitutes attendance and in-person presence at the meeting.

F. Proxies

Each Member entitled to vote at a Member meeting, or to express consent or dissent to an action in writing without a meeting, may authorize another person to act for the Member by proxy. The written and signed proxy notice must be provided to the Company's principal office at least forty-eight (48) hours before a meeting is held or action is taken. A proxy will terminate eleven (11) months after its execution date, unless otherwise specified in the proxy.

G. Voting of Interests

Each Member is entitled to a vote equal to the Member's Membership Interest in the Company on each matter submitted to a vote. For example, a Member holding a 33% Membership Interest holds a vote equal to 33; a Member holding a 25% Membership Interest holds a vote equal to 25.

H. Action by Members

Except as otherwise provided in this Operating Agreement, all decisions relating to the business or affairs of the Company will be decided at a Member meeting by the affirmative vote or consent of a majority of the Company's Membership Interest present in person or represented by proxy. The following actions, however, require the affirmative vote or consent of all Members:

- (i) transferring any portion or all of a Member's Ownership Interest;
- (ii) dissolving or winding-up the Company's business;
- (iii) selling the Company;
- (iv) merging the Company with any other entity;
- (v) amending the Operating Agreement;

- (vi) commencing a voluntary bankruptcy case for the Company;
and
- (vii) conveying any interest the Company may have in any Alaska Marijuana Control Board license or permit.

I. Action Without a Meeting

Any action required or permitted to be taken at any Member meeting may be taken without a meeting, without prior notice, and without a vote, if all Members entitled to vote on the action sign a written consent, setting forth the action taken. The written consent must bear the signature and signature date of each Member. The record date for determining Members entitled to sign the written consent will be the date of the first signature by a Member.

6. CAPITAL ACCOUNTS, CONTRIBUTIONS, AND ALLOCATIONS

A. Capital Accounts

In addition to whatever other accounts are necessary for the Company's business operation, the Company will maintain a capital account for each Member.

B. Initial Contributions

Upon executing the Operating Agreement, each Member will contribute to the Company the cash and other assets described on attached Schedule A, which will be credited to the Member's capital account.

C. Subsequent Contributions

Each Member may, at his or her option, from time to time make additional contributions to the capital account as is determined to be necessary or desirable by that Member.

D. Loans

Each Member may, at his or her option, from time to time make loans to the Company on such terms as the Members agree.

E. Allocations

Except as may be required by law, profits, losses, and all other items of income, gain, loss, deduction, and credit will be allocated among the Members in proportion to each Member's Membership Interest in the Company. Distribution of the Company's cash and other assets (other than in Company dissolution) will be made at the times determined by a majority of the Members.

F. Reimbursement

As soon as the Company has sufficient funds to do so and before distributing any other profits or losses, it will reimburse each Member for his and her initial capital contribution as detailed in Schedule A.

7. TRANSFER AND CONVERSION OF MEMBERSHIP INTERESTS AND MEMBER ADDITION, SUBSTITUTION, AND WITHDRAWAL

A. Company Interests Transfers

The term "transfer" and "transfers" when used in the Operating Agreement with respect to a Membership Interest, includes any sale, assignment, gift, pledge,

hypothecation, mortgage, exchange, or other disposition, except the term will not include any pledge, mortgage, hypothecation, or granting of a security interest in a Membership Interest in connection with any financing obtained on the Company's behalf.

B. Void Transfers

No Membership Interest can be transferred, in whole or in part, except in accordance with the terms and conditions set forth in Section 7. Any transfer or purported transfer of any Membership Interest not made in accordance with the Operating Agreement will be void ab initio.

C. Transfers

A Member may transfer all or a portion of that Member's Membership Interest to any other person or entity, provided all of the following conditions are met, as well as all other applicable conditions in Section 7:

- i. The Member has first offered the Membership Interest, in accordance with Section 7.D., to the non-transferring Members;
- ii. All non-transferring Members, in the exercise of their sole and absolute discretion, provide written consent to the transfer;
- iii. The transferee agrees to be bound by all the terms and conditions of the Company's Articles of Organization and Operating Agreement;
- iv. The transferee assumes the Member's obligations, if any, to the Company; and
- v. All necessary regulatory approvals are received.

Unless and until a transferee is admitted as a substituted Member, the transferee will have no right to exercise any of the powers, rights, or privileges of a Member. A Member who has transferred its Membership Interest in accordance with the terms and conditions set forth in Section 7 will cease to be a Member upon transfer of his or her entire Membership Interest and thereafter will have no further powers, rights, or privileges as a Member.

D. Member Buy Out

If a Member desires to transfer its Membership Interest in whole or part, or must transfer its Membership Interest due to a felony conviction or any other action that would jeopardize the Company's licenses, it must first offer its Membership Interest to the non-transferring Members at a price stated per Membership Interest percentage (i.e. \$10 per 1% Membership Interest). The transferring Member must be willing to sell its Membership Interest at the stated price or purchase the other Members' Membership Interests at the stated price. Within 30 days of receiving the buy/sell offer the non-transferring Members must either accept the offer or sell their Membership Interest to the transferring Member at his/her stated price per Membership Interest percentage.

Alternatively, if the non-transferring Members determine not to accept the offer; there is a third-party who will purchase the transferring Member's Membership Interest at the stated price; the non-transferring Members provide written consent to the transfer; and all other conditions in Section 7.C. are met, the transferring Member may sell its Membership Interest to the third party.

E. Dealing with Members.

The Company, each Member, and any other person having business with the Company will only deal with Members who are admitted as the Company's Members or as substituted Members, and will not be required to deal with any other person by reason of transfer by a Member, except as otherwise provided in this Operating Agreement.

F. No Right to Withdraw

No Member has the right to resign or otherwise withdraw from the Company without the express written consent of all the other Members.

G. Member Death

When a Member dies, that Member's Membership Interest automatically transfers equally to all surviving Members. All profits and losses up to the Member's date of death allocated to the deceased Member will be distributed to the Member's beneficiary designated on Schedule A.

8. NON-COMPETE AND CONFIDENTIAL BUSINESS INFORMATION

A. Non-Compete Term

While a Member of the Company and for a 1-year period thereafter ("Non-compete Term"), Members and past Members are prohibited from directly or indirectly participating in other business interests and investments that constitute a Competing Business of the Company, except if provided written consent from all Members to engage in the Competing Business. Any business or investment related to marijuana within Alaska is considered a Competing Business pursuant to this non-compete provision.

B. Covenant Not to Compete

The Members covenant and agree that during the Non-compete Term neither a Member, nor his or her successors and assigns, will directly or indirectly, whether as a principal, agent, employee, employer, investor, shareholder, member, partner, manager, consultant, or otherwise, alone or in association with any other person, provide any services to a Competing Business or solicit or contact any Company customers for a Competing Business.

C. Remedies

Each Member acknowledges (i) the unique nature of the protections and provisions of this non-compete, (ii) the Company will suffer irreparable harm if any Member or past Member breaches or violates this non-compete, and (iii) monetary damages alone would be inadequate to compensate the Company for a breach or violation of this non-compete. Therefore if at any time a Member or past Member violates this non-compete the Company will be entitled to injunctive relief in addition to any other remedies at law or equity.

D. Confidentiality

The Members recognizes the Company is engaged in sensitive and proprietary business with many trade secrets. As such, the Members will keep all sensitive and proprietary information and Company trade secrets confidential and only share such information with the Company's professional advisors, or as required by law. This confidentiality restriction does not apply to any information that is in the public domain.

E. Liquidated Damages.

Each Member agrees that unauthorized release of confidential information will damage the Company and the damage incurred is impracticable or extremely difficult to ascertain. As a result, in connection with any unauthorized release of confidential information by any Member, in addition to any other rights or remedies available to the Company in law or equity, each Member agrees to pay to the Company, as liquidated damages, \$5,000 per disclosure. The parties agree the liquidated damages amount is a reasonable estimate of damages incurred in the event a Member fails to adhere to the confidentiality requirements and the payment is intended to be liquidated damages and not a penalty.

9. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Events Causing Dissolution

The Company will be dissolved and commence winding up its affairs if any of the following events occur:

- i. Written consent, signed by all Members, to dissolve and wind up the Company's affairs;
- ii. The Company selling or disposing of all or substantially all of the Company's assets and collecting all amounts derived from the sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidences of indebtedness taken by the Company and the satisfaction of the Company's contingent liabilities in connection with another disposition (unless the Members elect to distribute such indebtedness to the Members in liquidation);
- iii. The Company's term expires as detailed in its Operating Agreement or the Articles of Organization;
- iv. Any default under the Act that would cause the Company's dissolution or that would make it unlawful for the Company's business to continue.

B. Winding Up

Upon the Company's dissolution, the Members will wind up the Company's affairs and satisfy the Company's liabilities. The Members will liquidate all of the Company property and assets as quickly as possible consistent with obtaining the property's and assets' full, fair market value. During this period, the Members will continue to operate the Company, its property, and its assets, and all of the Operating Agreement's provisions will remain in effect. The Members will notify all known creditors and claimants of the Company's dissolution in accordance with the provisions of the Act.

C. Final Distribution

The proceeds from the Company's liquidation will be distributed as follows:

- i. First, to creditors, including any Member who is a creditor, until all of the Company's debts and liabilities are paid and discharged, including Member's capital contributions (or provision is made for payment thereof); and

- ii. The balance, if any, to the Members, in proportion to their Membership Interests as of the distribution date, after giving effect to all contributions, distributions, and allocations for all periods.

D. Distributions in Kind

In connection with the Company's termination and liquidation, the Members will attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive its Membership Interest of any distribution in kind. Any property or assets distributed in kind upon the Company's liquidation will be valued on the basis of an independent appraisal and treated as though the property or assets were sold and the cash proceeds distributed.

E. Deficit Capital Accounts

Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or law to the contrary, the deficit, if any, in a Member's Capital Account upon the Company dissolving will not be a Company asset and the Member will not be obligated to contribute the amount to the Company to bring the balance of the Member's Capital Account to zero.

F. Articles of Dissolution

Once the Company's property and assets are completely distributed, the Company is terminated and the Members (or such other person as the Act requires or permits) will file articles of dissolution with the appropriate state agency, cancel any other filings made pursuant to the Act, and take all actions necessary to terminate the Company.

10. MEDIATION REQUIRED

In the event any dispute arises between the Company and its Members or between the Members, the parties will pursue — in good faith — mediation to resolve the dispute and will not, at any time, pursue litigation in the court system. The Members understand and agree that they are waiving their right to bring a claim in the court system against the Company and against the other Members and voluntarily agree to this provision.

11. MISCELLANEOUS PROVISIONS

A. Title to Assets

Title to all Company assets must be in the Company's name and not in the Members' name.

B. Successors and Assigns

All of the terms and provisions of this Operating Agreement inure to the benefit of and are binding on each of the Company's Members and their respective, permitted transferees, if any.

C. Entire Agreement

This Operating Agreement contains the final, entire agreement between the parties with respect to the subject of this Operating Agreement and supersedes any previous Operating Agreement. Any representation, warranty, covenant, or condition not set forth in writing signed by the Members is void and of no effect. The Operating Agreement may only be amended by a writing signed by all Members and the Company.

D. Rights of Creditors and Third Parties under Operating Agreement

This Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their permitted successors and assignees. The Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party has any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

E. Governing Law

This Operating Agreement has been entered into and is governed by the laws of Alaska. The Members agree to only pursue mediation if a dispute arises out of this Operating Agreement and understand each is waiving its right to use the court system to resolve disputes.

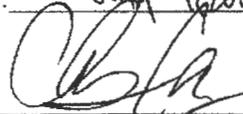
IN WITNESS WHEREOF, the Company and the Members have executed this Operating Agreement as of the signature dates noted below.

COMPANY:

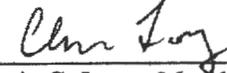
COSMIC SEAWEED, LLC

By: 
Christina A. Logan, Member

Date: July 9, 2019

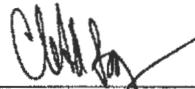
By: 
Christopher B. Corey, Member

Date: 7/9/2019

By: 
Chris C. Long, Member

Date: 7-9-19

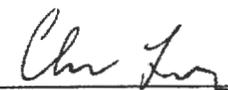
MEMBERS:

By: 
Christina A. Logan

Date: July 9, 2019

By: 
Christopher B. Corey

Date: 7/9/2019

By: 
Chris C. Long

Date: 7-9-19

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

State of Alaska / Commerce / Corporations, Business and Professional Licensing / Search & Database
 Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Cosmic SeaWeed, LLC

Entity Type: Limited Liability Company

Entity #: 10093588

Status: Good Standing

AK Formed Date: 10/25/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: 272 CHARLES WAY, HOMER, AK 99603

Entity Physical Address: 262 CHARLES WAY, HOMER, AK 99603

Registered Agent

Agent Name: Christina Logan

Registered Mailing Address: 2303 TULIK DRIVE, ANCHORAGE, AK 99517

Registered Physical Address: 262 CHARLES WAY, HOMER, AK 99603

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	Chris C Long	Member	33.33
	Christina Logan	Member	33.34
	Christopher B Corey	Member	33.33

Filed Documents

Date Filed	Type	Filing	Certificate
10/25/2018	Creation Filing	Click to View	Click to View
2/12/2019	Initial Report	Click to View	

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

Certificate of Organization

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

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

Cosmic SeaWeed, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 25, 2018**.

A handwritten signature in cursive script that reads "Mike Navarre".

Mike Navarre
Commissioner



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

COR

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

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Entity Name: Cosmic SeaWeed, LLC
Entity Number: 10093588
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: Christina Logan
Physical Address: 262 CHARLES WAY, HOMER, AK 99603
Mailing Address: 2303 TULIK DRIVE, ANCHORAGE, AK 99517

Entity Physical Address: 262 CHARLES WAY, HOMER, AK 99603

Entity Mailing Address: 272 CHARLES WAY, HOMER, AK 99603

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Christina Logan	2303 Tulik Drive, Anchorage, AK 99517	33.34	Member
Christopher Corey	272 Charles Way, Homer, AK 99603	33.33	Member
Chris Long	879 Linda Court, Homer, AK 99603	33.33	Member

NAICS Code: 115114 - POSTHARVEST CROP ACTIVITIES (EXCEPT COTTON GINNING)

New NAICS Code (optional):

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

Name: Christina Logan



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 #: 10093588
Date Filed: 10/25/2018
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization
Domestic Limited Liability Company

Web-10/25/2018 10:10:54 AM

1 - Entity Name

Legal Name: Cosmic SeaWeed, LLC

2 - Purpose

Any lawful manufacturing and production of marijuana related products.

3 - NAICS Code

115114 - POSTHARVEST CROP ACTIVITIES (EXCEPT COTTON GINNING)

4 - Registered Agent

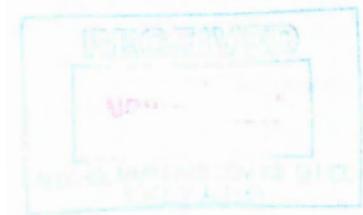
Name: Christina Logan
Mailing Address: 2303 Tulik Drive, Anchorage, AK 99517
Physical Address: 262 Charles Way, Homer, AK 99603

5 - Entity Addresses

Mailing Address: 272 Charles Way, Homer, AK 99603
Physical Address: 262 Charles Way, Homer, AK 99603

6 - Management

The limited liability company is managed by its members.



7 - Officials

Name	Address	% Owned	Titles
Christina Logan			Organizer
Chris Long			Organizer
Christopher Corey			Organizer

Name of person completing this online application

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

Name: Christina Logan

