



Public Notice

Application for Marijuana Establishment License

License Number: 25309

License Status: Complete

License Type: Retail Marijuana Store

Doing Business As: Voodoo Cannabis Company

Business License Number: 2104068

Email Address: contact@akjoint.com

Latitude, Longitude: 61.212978, -149.871201

Physical Address: 930 Gambell st
anchorage, AK 99501
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10045885

Alaska Entity Name: Alaska Joint Ventures, LLC

Phone Number: 907-522-5222

Email Address: contact@akjoint.com

Mailing Address: 7801 Schoon St, Suite G
anchorage, AK 99518
UNITED STATES

Entity Official #1

Type: Individual

Name: Colleen Howard

Phone Number: 907-522-5222

Email Address: contact@akjoint.com

Mailing Address: 7801 Schoon St, Suite G
Anchorage, AK 99518
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: 25309

License Status: New

License Type: Retail Marijuana Store

Doing Business As: Voodoo Cannabis Company

Business License Number: 2104068

Designated Licensee: Colleen Howard

Email Address: contact@akjoint.com

Local Government: Anchorage (Municipality of)

Community Council: Fairview

Latitude, Longitude: 61.212978, -149.871201

Physical Address: 930 Gambell st
anchorage, AK 99501
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10045885

Alaska Entity Name: Alaska Joint Ventures, LLC

Phone Number: 907-522-5222

Email Address: contact@akjoint.com

Mailing Address: 7801 Schoon St, Suite G
anchorage, AK 99518
UNITED STATES

Entity Official #1

Type: Individual

Name: Colleen Howard

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-522-5222

Email Address: contact@akjoint.com

Mailing Address: 7801 Schoon St, Suite G
Anchorage, AK 99518
UNITED STATES

Note: No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license 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.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaska Joint Ventures LLC	License Number:	25309		
License Type:	Marijuana Retail				
Doing Business As:	Voodoo Cannabis Company				
Premises Address:	930 Gambell St				
City:	Anchorage	State:	AK	ZIP:	99501

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Colleen Howard				
Title:	President				

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

Retail # 11614 Cultivation # 11920



Alaska Marijuana Control Board
Form MJ-00: 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 I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

W

I certify that I am not currently on felony probation or felony parole.

W

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

W

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

W

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

W

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

W

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

W

I certify that my proposed premises is not located in a liquor licensed premises.

W

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

W

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

W

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

W



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

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

Signature of licensee



Notary Public in and for the State of Alaska

Colleen Howard
Printed name of licensee

My commission expires: 6-13-22

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



Alaska Marijuana Control Board Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38** of **Alaska Statutes** and **Chapter 306** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03**, **Form MJ-04**, **Form MJ-05**, or **Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaska Joint Ventures LLC	MJ License #:	25309		
License Type:	Marijuana Retail				
Doing Business As:	Voodoo Cannabis Company				
Premises Address:	930 Gambell St				
City:	Anchorage	State:	Alaska	ZIP:	99501

Mailing Address:	7801 Schoon St Unit G				
City:	Anchorage	State:	Alaska	ZIP:	99518

Designated Licensee:	Colleen Howard				
Main Phone:	9072235574	Cell Phone:	9072235574		
Email:	contact@akjoint.com				





Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Identification of every person seeking to enter the establishment will be checked immediately upon entrance to the store and again at the point of sale. All visitors and customers will be required to demonstrate proof that they are at least 21 years of age by presenting a valid and appropriate government issued identification card as specified in the marijuana regulations.

Voodoo Cannabis Company will have clear and legible signage indicating that anyone under the age of 21 is not permitted and all employees will be trained on procedures for visually inspecting identification cards. Anyone without valid identification or who is found to be under 21 years of age will be denied access to the establishment.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

The Voodoo Cannabis retail store premises will be designed to prevent unauthorized access into restricted access areas by any unescorted member of the public. The interior of the store will be segregated into customer and non-customer (restricted) areas. Customers will not be permitted into restricted areas, which include areas behind the counter and where marijuana and marijuana products are stored. Doors, walls, or other obstructions will be placed to block customer access to restricted areas. Doors to restricted access areas will remain locked; only the licensee and employees of Voodoo Cannabis Company will have access keys allowing entry to restricted areas. Each entrance to a restricted access area will be marked by a sign that says "Restricted access area. Visitors must be escorted."

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

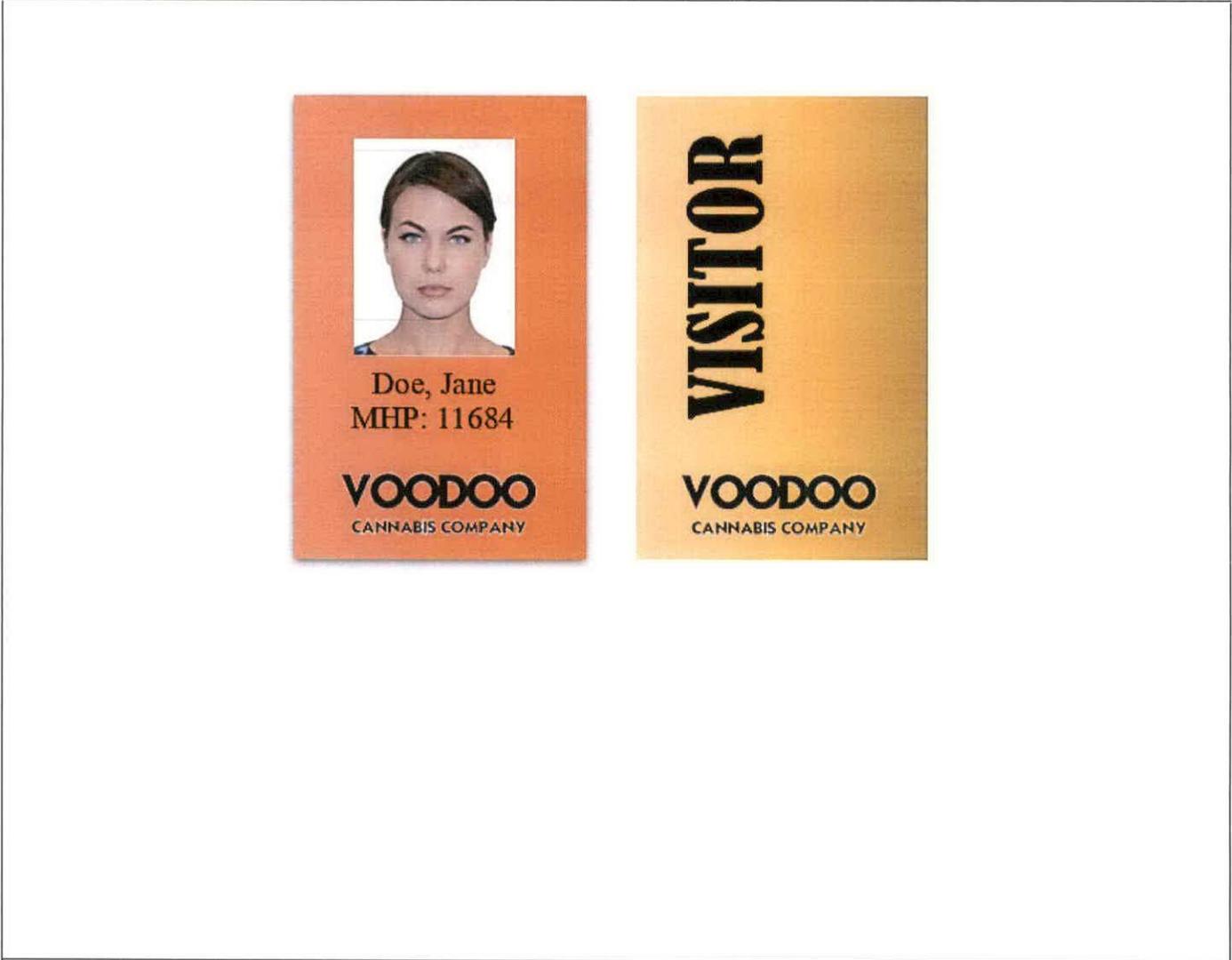
Visitors will not be permitted into restricted access areas without an authorized escort: a licensee or employee. All visitors will be required to log their name, date and entry and exit time into a recorded log that will be maintained by the licensee. All visitors are required to show a valid government issued and approved identification card showing they are 21 years of age or older. All visitors will be issued a visitor's badge before entering restricted areas. The badge must be worn at all times. Visitors will be escorted and supervised at all times by a licensee, employee, or authorized agent of Voodoo Cannabis Company. The number of visitors will not exceed five per supervising employee or licensee. Visitor logs will be scanned and hard copies will be kept onsite for at least six months and then archived to off site for a minimum of 3 years.

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Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting will be installed that illuminates the parking area and provides at least at least 20 feet of visibility from all entrances and exits of the facility. Exterior lighting will provide sufficient intensity so as to support all video recordings. As a backup, exterior video cameras will include infrared capabilities to facilitate low-light recording.

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Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

A central monitored cellular alarm system with backup battery power and an audible siren will be active at the premise at all times. Tamper-monitored contacts will be mounted on all exterior doors. There are no windows. After completion of the closing procedure, the alarm system will be activated to the away mode by the last employee to leave.

Unauthorized activity will trigger the audible alarm system and connect to security personnel from the 24-hour central monitor station. The monitoring station will call the contact number designated by the licensee to verify if the alarm is valid via name and password.

In the event of a breach, the central alarm monitoring company will alert first alert local law enforcement and then call the licensee or agent of licensing to determine if the alarm is valid. If valid, police dispatch will continue and the licensee or agent of licensee will meet law enforcement at the premises in order to follow all protocols directed by the law enforcement. As soon as possible, and in coordination with law enforcement, an inspection and inventory of the entire premise will be executed to verify whether marijuana product was compromised or missing. Any missing inventory will be reported to AMCO.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Employees will be trained on the detection and prevention of diversion of marijuana or marijuana products. All marijuana and marijuana products will be inventoried daily to ensure inventory is accounted using the state-required electronic seed-to-sale tracking system. Voodoo Cannabis will have a zero tolerance policy for any employees found to be diverting marijuana or marijuana products.

3.7. Describe your policies and procedures for preventing loitering:

Voodoo Cannabis Company will provide clear and legible signage indicating that loitering is not permitted outside of the establishment. An employee or designated security personnel will perform regular premises checks to ensure that there is no loitering. Loiterers will be asked to leave the premises. Law enforcement will be notified if they refuse to leave.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.



Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility. a

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image. u

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application. u

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board). u

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Video cameras will record all areas (restricted and unrestricted, including all entrances, exits, and points of sale) within the licensed premises, and will be placed so as to produce a clear view adequate to identify any individual inside the licensed premises, and outside the facility to record within 20 feet of each entrance to the licensed premises.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

Video surveillance recordings will be stored on a hard drive and digital video recorder housed in a locked cabinet in the surveillance/office area of the license premises. The surveillance/office area is in the restricted area of the premises and will be locked. Only the licensee or authorized employees will have access. The DVR has enough capacity to store continuous 24-hour footage for at least 40 days. The cabinet will be locked with a combination style padlock. The combination will be known only to the licensee and authorized employees. It can be provided to law enforcement or a representative of the marijuana Control Board upon request. A digital back-up of the recordings will be on a secondary hard drive or cloud based system.

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Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

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4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All business records will be maintained in either paper or electronic format. If in paper format, the records will be in a locked cabinet located in the surveillance/office area. Copies of paper records will be archived off-site. Access will be limited to the licensee and authorized employees. Electronic records will be password-protected and available only to the licensee or authorized employees needing access in accordance with their job responsibilities. All electronic records will be backed up in a secondary location. Video surveillance recordings will be automatically backed up in case of primary hard drive failure to ensure over 40 days of recording.

Voodoo Cannabis Company shall maintain in a format that is readily understood by a reasonably prudent businessperson all books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendars. All records for the last six months will be maintained on the marijuana establishment's licensed premises, including: a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment; the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises; records related to advertising and marketing; current diagram of the licensed premises including each restricted access area; the log recording the name, and date and time of entry of each visitor permitted in a restricted access area.

AMCO
JUN 26 2020



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

Employees will be provided with an employee handbook that details the policies, procedures, and protocols for the facility. The facility's operating principles are based on industry best practices and state statutes and regulations. All employees will also go through a two week training process to ensure they will perform their duties in a safe and knowledgeable manner.





Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. *u*
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. *u*
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. *u*
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). *u*

Answer "Yes" or "No" to each of the following questions: Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

As a marijuana retail store, Voodoo Cannabis Company will only transport marijuana or marijuana products to another marijuana retail store. Such marijuana for transport will be in a sealed package or container such as a locking travel case or heavy-duty plastic tote. Zip ties, paddle locks and tamper evident tape will be employed to prevent diversion. Travel cases and totes will be stowed in locking cargo compartments such as a vehicles trunk. Inventory tracking tags will be affixed to all packages. Manifests, Lab test and invoices will accompany all transferred marijuana. Actual and shipping weights and strain name will be clearly identified on each package.



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

The facility will have two signs identifying the name of the store and/or the logo attached to the outside of the establishment. The size of each sign will not exceed 4,800 square inches.

Additional signage will include a sign at least 12" x 12" stating, "No one under 21 years of age allowed" placed at every entrance of the retail building. This sign will have letters at least one-half inch in height in high contrast to the background of the sign. "No Loitering" signs will also be displayed in specific locations outside the store.



Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

All marijuana advertising for Voodoo Cannabis Company will comply with 3 AAC 306.770. Advertising for Voodoo Cannabis Company may take the form of radio ads, television ads, business cards, social media posts, newspaper ads, and sponsorships.

Business cards, apparel and stickers may be included in our advertising. Advertising, including any logos for Voodoo Cannabis Company, will not have any printed images, including cartoon characters, that specifically target persons under 21 years of age. Logo, license and name, location and contact information will be included will all advertising. Any advertising that depicts actual marijuana or marijuana products will carry the required marijuana warning.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Colleen Howard

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 6-17-22

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



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

AMCO



Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaska Joint Ventures LLC	MJ License #:	25309		
License Type:	Marijuana Retail				
Doing Business As:	Voodoo Cannabis Company				
Premises Address:	930 Gambell St				
City:	Anchorage	State:	Alaska	ZIP:	99501



Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- License number and DBA
- Legend or key
- Color coding
- Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- Dimensions
- Labels
- True north arrow

The following additional details must be included in Diagram 1:

- Surveillance room
- Restricted access areas
- Storage areas
- Entrances, exits, and windows
- Walls, partitions, and counters
- Any other areas that must be labeled for specific license or endorsement types
- ** Serving area(s)
- **Employee monitoring area(s)
- **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- Areas of ingress and egress
- Cross streets and points of reference

The following additional details must be included in Diagram 5:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions
- Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

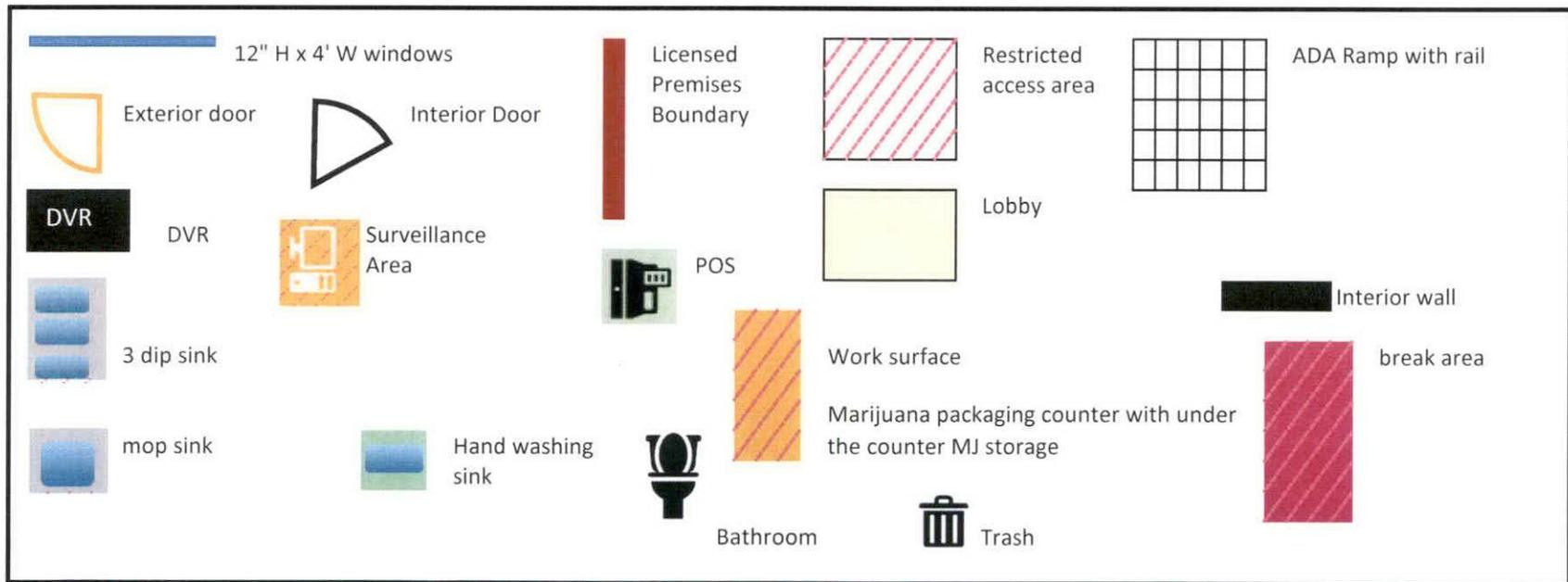
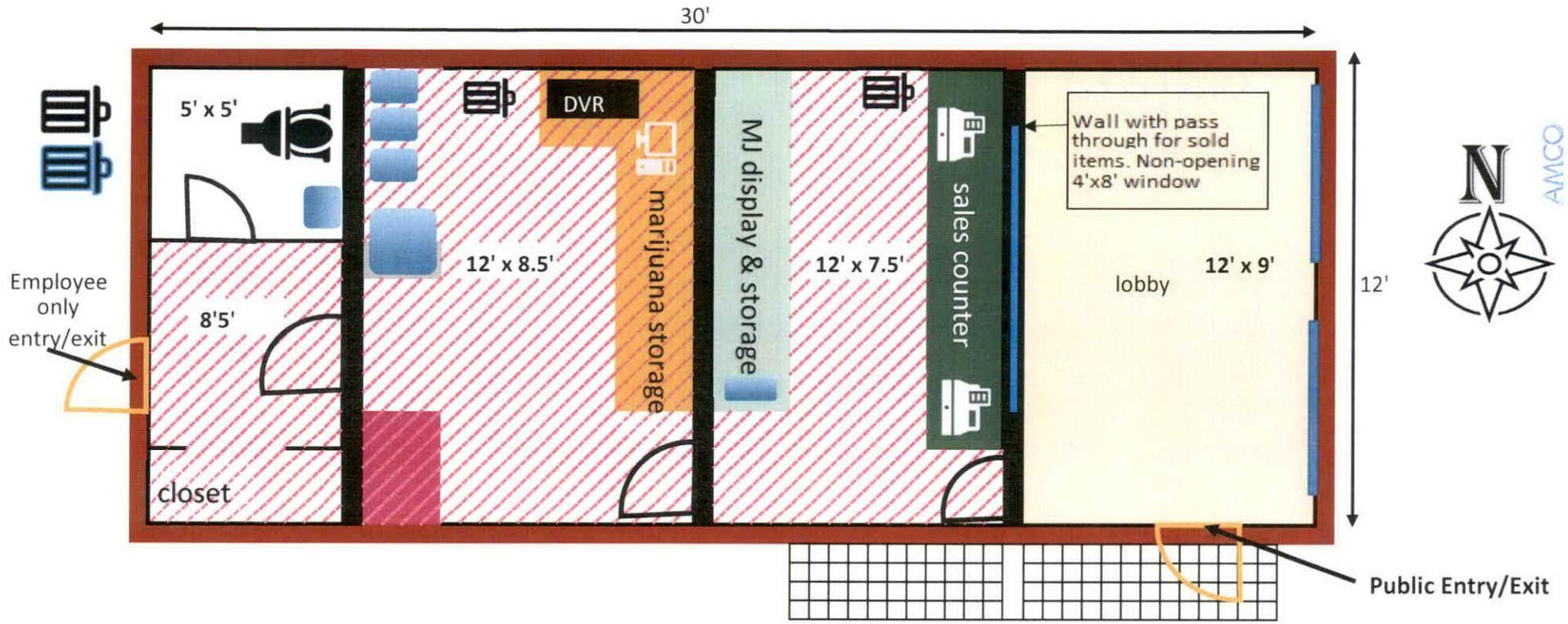
Signature of licensee
Colleen Howard
 Printed name of licensee

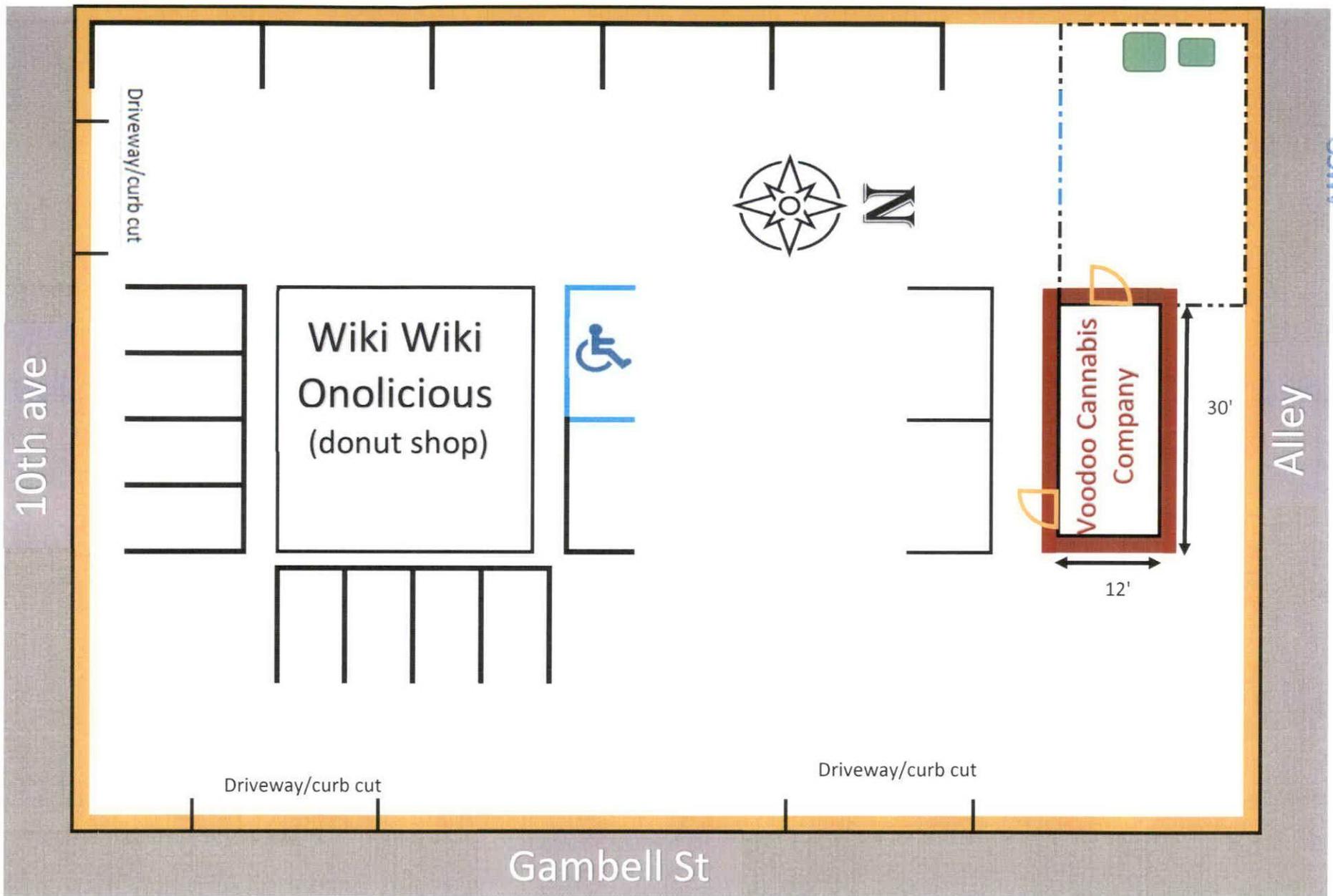


Eli Gionet
 Notary Public in and for the State of Alaska
 My commission expires: 6-13-2022

Subscribed and sworn to before me this 25 day of JUNE, 2020.

Diagram 1 & 2 Voodoo Cannabis Company Retail 25309





AMCO

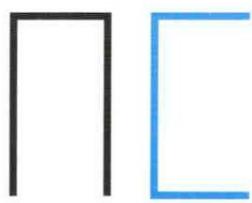
JUN 26 2020



Lot Boundary



Licensed Premises



Parking stalls



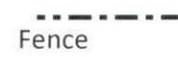
Exterior door

Diagram 3

Voodoo Cannabis Company Retail 25309



MLP transformer



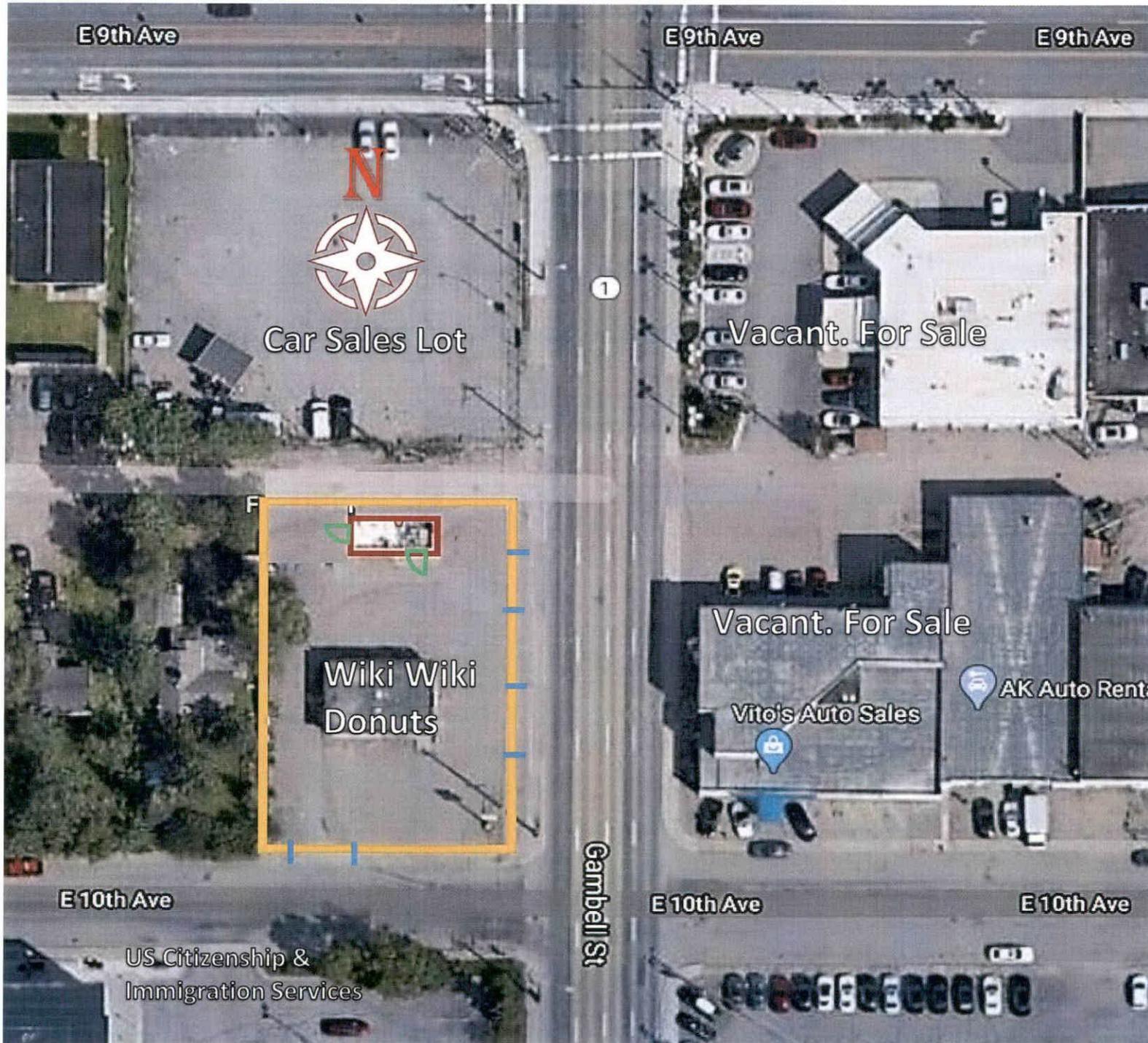
Fence



Gate

Diagram 4

Voodoo Cannabis Company Retail 25309



Lot Boundary

Licensed Premises Boundary 12'x30'

Entrances and Exits

Driveway / Curb cut



JUN 26 2020



Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaska Joint Ventures LLC	MJ License #:	25309		
License Type:	Marijuana Retail Store				
Doing Business As:	Voodoo Cannabis Company				
Premises Address:	930 Gambell Street				
City:	Anchorage	State:	Alaska	ZIP:	99501

AMCO

JUN 26 2020



Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility’s operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

Voodoo Cannabis Company is a marijuana retail facility that will purchase wholesale marijuana and marijuana products from licensed cultivators and product manufacturers for retail sale to the public. Marijuana and marijuana products will be delivered to the facility and stored in the restricted access area. All product received at the store will be inventoried and tracked with an inventory tracking system and daily inventory will be conducted to prevent diversion.

The retail facility will be a small store where customers will enter the sales lobby and present valid identification proving that they are at least 21 years of age or older. Customers will then approach the sales counter, which separates the restricted access area behind the counter, from the customer area. At the counter, customers will peruse purchase options and Voodoo Cannabis employees will consult with customers in order to determine what the customer wishes to purchase. Marijuana or marijuana products will then be sold to customers in prepackaged units or weighed out to a specific amount desired by the customer and packaged on demand (“deli style”). Customers will exit the store with their purchases in child-resistant opaque packaging.

Locked doors, walls, or other obstacles will prevent unauthorized and unescorted visitors from entering restricted areas. Clear signage will be posted alerting potential customers of age restrictions and to prevent loitering. Individuals under the age of 21 will be escorted off the property by security staff. Employees will be trained to prevent the sale of marijuana to individuals under the influence of intoxicants. All areas of the licensed premises including a 20-foot perimeter of the building will be covered of surveillance cameras and that data will be kept for at least 40 days. A 24-hour central monitoring security system will be in place that will alert licensees and local law enforcement to any breaches in security.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

All licensees, agents, and employees of Voodoo Cannabis Company will take and pass a marijuana handler permit course which covers how to identify a person who is under the influence of alcohol or other controlled substances and is to intoxicated to legally purchase marijuana. Additional training on how to identify behavior that suggests a person is intoxicated, and how to de-escalate any situations with intoxicated customers, will be provided as part of all staff training.

If an intoxicated individual is identified, Voodoo Cannabis Company will not sell any marijuana products or products containing marijuana to that individual. Any potential customers that are identified as intoxicated will be escorted from the premises. Law enforcement will be contacted if that person does not comply with instructions to exit the premises

3.2. I certify that the retail marijuana store will not:

Initials

a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;

b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;

c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;

d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or

e. allow a person to consume marijuana or a marijuana product on the licensed premises.

Answer “Yes” or “No” to the following question:

Yes No

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

AMCO



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

W

4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

W

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

W

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

W

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

W

a. is false or misleading;

W

b. promotes excessive consumption;

W

c. represents that the use of marijuana has curative or therapeutic effects;

W

d. depicts a person under the age of 21 consuming marijuana; or

W

e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

W

b. on or in a public transit vehicle or public transit shelter;

W

c. on or in a publicly owned or operated property;

W

d. within 1,000 feet of a substance abuse or treatment facility; or

W

e. on a campus for postsecondary education.

W

Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

All marijuana and marijuana products will be displayed in locked display cases. A licensee, employee, or agent of Voodoo Cannabis Company who is working on shift will have access to the display cases and can unlock them in order to serve customers. Once a customer chooses their product for purchase, the employee will remove the marijuana or marijuana product from the display case and will weigh out the requested amount or product if necessary. Purchases will be entered into the point-of-sale system to update inventory and confirm that the purchase is within legal limits. Items purchased by the customer will be in childproof containers and placed in opaque exit packaging. All purchased products will have labeling provided by either the originating licensed cultivator or product manufacturer, or have labels generated by Voodoo Cannabis Company which contain all required information.

Prior to completing the sale, all customers will have their identification checked to verify they are 21 years of age or older.





Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 6 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

Voodoo Cannabis Company employees will be trained on all packaging requirements. Employees will ensure that all marijuana and marijuana products are placed into opaque, resealable and child-resistant packaging before it leaves the licensed premises. All marijuana and marijuana products will also be labeled per state regulations, and employees will ensure that there is label attached to each package containing the required warnings, identifies the retail marijuana store selling the marijuana product by name or distinctive logo and license number, the estimated amount of total THC in the labeled product, and the name and license number of the product's producer.

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

FRONT

BACK





Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 7 – Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

7.1. Describe the retail marijuana store’s procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

Voodoo Cannabis Company employees will be trained on how to identify identification that meets the requirements of the marijuana Control Board. Voodoo Cannabis Company will refuse to sell marijuana or a marijuana product to a person who does not produce a form of valid photographic identification showing that person is 21 years of age or older. A valid form of photographic identification includes: an unexpired, unaltered passport; an unexpired, unaltered driver’s license, instruction permit, or identification card of a state or territory of the United States, the District of Columbia, or a province or territory of Canada; or an identification card issued by a federal or state agency authorized to issue a driver’s license or identification card.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Voodoo cannabis Company will manage and dispose of any solid or liquid waste in compliance with applicable federal, state, and local statutes, ordinances, and regulations. Marijuana waste will be rendered unusable for any purpose for which it was grown or produced before it leaves the licensed premises.

Marijuana waste includes marijuana or a marijuana product that has been found by the licensee unfit for sale or consumption, expired marijuana products and other waste as determined by applicable regulation.

Voodoo Cannabis Company will give AMCO at least three days’ notice, on a form prescribed by the board, prior to making the waste unusable and disposing of it. The waste will be recorded in the marijuana inventory tracking system.

Marijuana waste will be made unusable by grinding it and mixing it with at least an equal amount of other compostable materials such as soil or other growing medium or compostable materials such as food waste, yard waste, vegetable based grease or oils, or other wastes approved by the board.

When material is not intended to be composted, marijuana waste will be mixed with non-compostable materials including paper waste, cardboard waste, plastic waste and delivered to a waste handling facility such as Alaska Waste Services

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

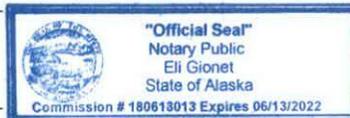
8.2. The retail marijuana store shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Colleen Howard

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 6-13-2022

Subscribed and sworn to before me this 25 day of JUNE, 2020.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

AMCO



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaska Joint Ventures LLC	License Number:	25309		
License Type:	Marijuana Retail				
Doing Business As:	Voodoo Cannabis Company				
Premises Address:	930 Gambell St				
City:	Anchorage	State:	AK	ZIP:	99501

Section 2 - Certification

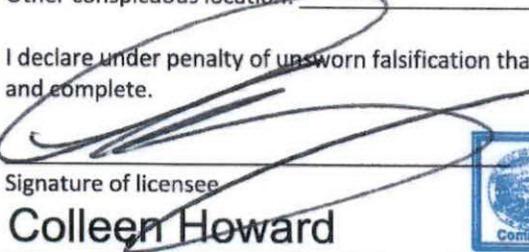
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: May 1, 2020 End Date: May 12, 2020

Other conspicuous location: Carrs on Gambell (1340 Gambell st, 99501)

Anchorage, AK

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Colleen Howard
 Printed name of licensee




 Notary Public in and for the State of Alaska
 My commission expires: 6-13-22

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



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

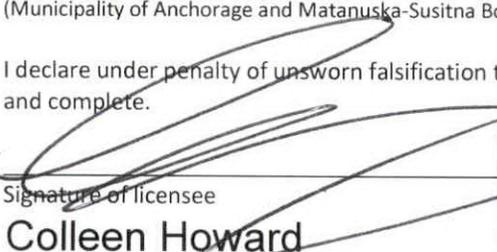
Licensee:	Alaska Joint Ventures LLC	License Number:	25309
License Type:	Marijuana Retail		
Doing Business As:	Voodoo Cannabis Company		
Premises Address:	930 Gambell St		
City:	Anchorage	State:	AK
		ZIP:	99501

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Municipality of Anchorage Date Submitted: 6/16/20
 Name/Title of LG Official 1: Honest, Miranda Name/Title of LG Official 2: Allen Kemplen
 Community Council: Fairview Community Council Date Submitted: 6/11/20
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


 Signature of licensee
Colleen Howard
 Printed name of licensee




 Notary Public in and for the State of Alaska
 My commission expires: 6-13-22

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

JUN 26 2020

Anchorage Press

5751 E. MAYFLOWER CT.
Wasilla, AK 99654

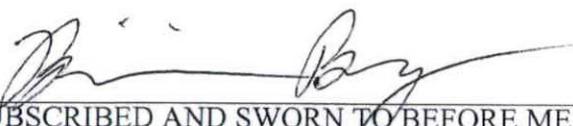
(907) 352-2264 ph
(907) 352-2277 fax

AFFIDAVIT OF PUBLICATION

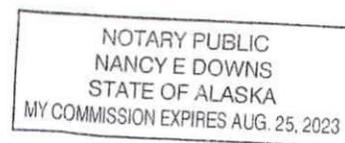
UNITED STATES OF AMERICA, STATE OF ALASKA, THIRD DIVISION
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, THIS DAY
PERSONALLY APPEARED BEFORE **BENJAMIN BORG** WHO, BEING
FIRST DULY SWORN, ACCORDING TO LAW, SAYS THAT HE IS THE
LEGAL AD CLERK OF THE **ANCHORAGE PRESS**
PUBLISHED IN ANCHORAGE AND CIRCULATED THROUGH OUT ANCHORAGE
MUNICIPALITY, IN SAID DIVISION THREE AND STATE OF ALASKA
AND THAT THE ADVERTISEMENT, OF WHICH THE ANNEXED IS A TRUE
COPY, WAS PUBLISHED ON THE FOLLOWING DAYS:

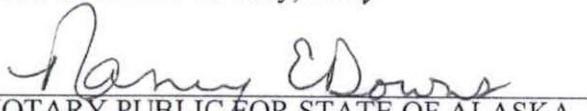
05/07/2020 05/14/2020 05/21/2020

AND THAT THE RATE CHARGED THEREIN IS NOT IN EXCESS OF
THE RATE CHARGED PRIVATE INDIVIDUALS.



SUBSCRIBED AND SWORN TO BEFORE ME
THIS 21st DAY OF May, 2020





NOTARY PUBLIC FOR STATE OF ALASKA

D/B/A VOODOO CANNABIS CO. ALASKA JOINT VENTURES
AP#199 NEW RETAIL MARIJUA
ACCOUNT NUMBER 423734

AMCO
JUN 26 2020

**RETAIL MARIJUANA
STORE LICENSE**

Alaska Joint Ventures, LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #25309, doing business as Voodoo Cannabis Company, located at 930 Gambell st, anchorage, AK, 99501, UNITED STATES. 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. AP#199
Publish Dates May 7, 14, 21

AMCO

JUN 26 2020



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaska Joint Ventures LLC	License Number:	25309		
License Type:	Marijuana Retail				
Doing Business As:	Voodoo Cannabis Company				
Premises Address:	930 Gambell St				
City:	Anchorage	State:	AK	ZIP:	99501

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Colleen Howard				
Title:	President				
SSN:		Date of Birth:			



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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Colleen Howard

Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: 6-13-22

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



Retail lease 930 Gambell

1. PARTIES

This warehouse Lease ("Lease"), IS dated, for reference purposes only, made by SW INVESTMENTS (Landlord) and _____ **Alaska Joint Ventures LLC, DBA Voodoo Cannabis Company** _____ (Tenant).

2. PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental and upon all the conditions set forth herein, that certain space ("Premises"), identified as **930 Gambell st, Anchorage AK**. The premises are approximately 360 sq. ft Premises are located in the Anchorage Recording District, Third Judicial District, State of Alaska, and are located on the real estate described in said Exhibit.

3. TERM

The Lease, dated. May 1, 2020, shall commence May 1, 2020, and shall continue for five years, unless sooner terminated pursuant to any provision hereof. Landlord and Tenant shall enter in agreement, in recordable form, specifying the aforesaid date of possession and the commencement date of the term hereof as soon as the same are determined. This lease may not be assigned nor may Tenant sublet any portion of Premises without prior written consent by Landlord. **(Any change in the Marijuana laws that would prohibit the sale or cultivation of marijuana would allow early termination of lease)**

OPTION. The tenant has the option to extend the lease for an additional 5 years.

3.1 OPTION TO EXTEND

Tenant has first right of renewal at market rent for another up to two years.

4. RENT

4.1 MINIMUM RENT

Tenant shall pay to Landlord, as minimum rent for premises, monthly installments as follows:

Commencing January 1, 2020 and continuing without interruption until **December 31st 2025**, rent shall be **\$3000.00** per month for the first 12 months and then increased 3% annually thereafter.

This said, monthly rent shall be payable in advance, on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be a pro-rated portion of the monthly installment. Rent shall be payable, without notice or demand and without deduction, offset, or abatement to Landlord at the address stated herein or to such other persons or at such other place as Landlord may designate in writing. Rent shall electronic deposit, mailed or delivered, in person during normal business hours, to:

4.2 LATE CHARGES

If any payment is not paid by the fifth (5th) of the month, there shall be added, as additional rent, an amount equal to ten percent (10%) of the delinquent payment for the month or portion thereof.

5. CONSTRUCTION OF IMPROVEMENTS

None.

6. ADDITIONAL CHARGES

None.

7. UTILITIES

Tenant shall pay for gas, electricity, telephone, and internet service for unit, together with any personal business property taxes. Tenant to provide snow removal and ice melt as needed for area in front of storefront (see Sec. 9.2). Landlord will provide snow plowing, sanding, and sweeping of the parking lot.

8. USE

Premises shall be used for **Marijuana Retail** and cannot be used for any other purpose without the prior written consent of Landlord. No act shall be done in or about Premises that is unlawful or that will increase the rate of insurance on the Building. Tenant shall not commit, or allow to be committed, any waste upon premises or any public, private, or mixing nuisance or other act or thing which disturbs the quiet enjoyment of any other tenants in the building. Tenant shall comply with all laws relating to its use of Premises and shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care, and cleanliness of not only Premises but also the Building and for the preservation of good order herein.

9. MAINTENANCE, REPAIRS, AND ALTERATIONS

9.1 LANDLORD'S OBLIGATIONS

Subject to the provisions of Article 11, and except for damage caused by the negligence or intention act or mission of Tenant or Tenant's agents, employees or invitee, Landlord, at Landlord's expense, shall keep in good order, condition, and repair the foundations and structural portions of the exterior walls and exterior roof of the building. Landlord shall provide parking lot maintenance. However, Landlord shall have no obligation to make repairs under this Section 9.1 until a reasonable time after the receipt of written notice of the need for such repairs.

9.2 TENANT'S OBLIGATIONS

Subject to the provisions of Section 9.1 and Article 12, Tenant, at Tenant's expense, shall keep in good order, condition, and repair Premises and every part thereof, including but not limited to plumbing, all drain maintenance and repairs especially in regards to grease traps, any electrical apparatus (excluding main power service), doors, window frames, heating/makeup air systems (including filters), hardware, glass, and nonstructural ceiling and non-weight bearing walls. Landlord shall be allowed access to Premises during normal business hours for the purpose of inspection to assure Premises are being properly maintained by Tenant. Tenant may not submit an invoice to the Landlord for non approved repairs.

Tenant shall, at the expiration or termination of this Lease, surrender and deliver up Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use, wear and tear excepted. Tenant shall repair any damage to premises or the Lot occasioned by its use thereof or by the

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removal of Tenant's trade fixtures, and equipment. Tenants shall be responsible for any structural damage caused by said removal.

9.3 LANDLORD'S AND TENANT'S RIGHTS

If either party fails to perform obligations under Article 9 or under Article 8, either party may (but shall not be required to) enter upon Premises after ten (10) days' prior written notice to the other party and put the same in good order, condition, and repair or otherwise cure the default, and the cost of such action plus fifteen percent (15) thereof shall become due and payable as additional rent to Landlord or rent abatement to Tenant effective and payable upon the next rental due date.

9.4 ALTERATIONS AND ADDITIONS

Tenant shall not, without Landlord's prior written consent, make any structural alterations, additions, or improvements in Premises. As a condition to giving such consent, Landlord may require Tenant remove any such alterations, improvements, additions, or utility installations at the expiration of the term and restore any structural changes within Premises, to its prior condition. Tenant shall not permit any mechanic's or material liens to be filed against Premises and shall hold Landlord harmless from any damage, loss, or expense arising out of any such work. All work on Premises shall be done in compliance with all applicable governmental codes and regulations.

At Landlord's option, all alterations, improvements, or additions which may be made on Premises shall become the property of Landlord and remain there and be surrendered with Premises at the expiration of the term. Tenant's machinery, equipment, trade fixtures, and lighting, which are affixed to Premises so that they can be removed without material damage to Premises shall remain the property of Tenant and may be removed by Tenant, subject to the provisions of Section 9.2.

10. **LIABILITY INSURANCE**

10.1 LIABILITY INSURANCE

Tenant shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Landlord and insuring Tenant and Landlord against any liability, including without limitation damage to other portions of the Building, arising out of ownership, use, occupancy, or maintenance of Premises and all areas appurtenant thereto, such insurance shall be in an amount of not less than **five hundred thousand dollars, combined single limit**. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Such policies shall name Landlord and Landlord's agents as additional insured and shall provide that they may not be canceled without thirty (30) days' prior written notice to Landlord. If Tenant shall fail to maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same at the expense of Tenant.

10.2 PROPERTY INSURANCE

Landlord shall maintain in force during the term of this Lease, a policy of insurance issued by a company authorized to engage in the insurance business in the State of Alaska, insuring the Building against damage or destruction by fire and/or by perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time when the policies are obtained. Said insurance is not intended to substitute for Tenant's personal property insurance and Tenant shall obtain its own coverage.

10.3 WAIVER OF SUBROGATION

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to its insurers to obtain any special endorsements, if required by its insurer, to evidence compliance with the aforementioned waiver.

10.4 HOLD HARMLESS

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims arising from Tenant's use of Premises or from the conduct of its business or from any activity, work, or thing which may be permitted or suffered by Tenant in or about Premises and shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises solely from the intentional acts or of the negligence of Landlord.

10.5 EXEMPTION OF LANDLORD FROM LIABILITY

Landlord shall not be liable for injury to Tenant's business or any loss of income there from or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about Premises; nor, unless caused solely by its negligence, shall Landlord be liable for personal injury to Tenant or Tenant's employees, agents, contractors, and invitees, whether said damage or injury results from conditions arising upon Premises or upon other portions of the Building of which Premises are a part or from other sources or places, and regardless of whether the cause of such damages arising from any act or neglect of any other tenant of the Building in which Premises are located.

11. DAMAGE OR DESTRUCTION

In the event Premises are damaged to such an extent as to render the same untenable in whole or in a substantial part thereof or are destroyed, it shall be optional with Landlord to repair or rebuild the same; and after the happening of any such event, Tenant shall give Landlord's agent immediate written notice thereof. Landlord shall not have more than thirty (30) days after date of such notification to notify Tenant in writing of Landlord's intentions to repair or rebuild said Premises or the part so damaged as aforesaid, and if Landlord elects to repair or rebuild Premises, Landlord shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent of Premises shall be abated in the same ratio that portion of Premises is rendered for the time being, unfit for occupancy shall bear the whole of Premises. If Landlord shall fail to give notice aforesaid, Tenant shall have the right to declare this Lease terminated by written notice served upon Landlord.

In the event the Building in which Premises are located shall be damaged (even though Premises hereby leased shall not be damaged thereby) to such extent that, in the opinion of Landlord, it shall not be practicable to repair or rebuild, or it is destroyed, then it shall be the option of the Landlord to terminate this Lease by written notice served on Tenant within thirty (30) days after such damage or destruction.

12. ADVERTISING AND WINDOWS

Tenant can provide, at Tenant's expense, an illuminated sign on the front of Premises identifying Tenant, the said sign to be in accordance with standard criteria provided by Landlord and subject to approval by Landlord. Except for the foregoing, Tenant shall not inscribe any notice, picture, placard, or poster, or any advertising matter whatsoever anywhere in or about Premises or the Building places without Landlord's written consent thereto. Any such consent by Landlord shall be upon the understanding and condition that Tenant will remove the same at the

expiration or sooner termination of this Lease and that Tenant shall repair any damage to Premises or the Building caused thereby. Tenant shall use window coverings that conform to standards set by Landlord.

The Tenant is allowed ONE sign for the unit on the building above door.

13. PERSONAL PROPERTY TAXES

Tenant shall pay or cause to be paid before delinquency any and all taxes levied or assessed, and which become payable during the term thereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located in Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures, and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

14. RULE AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other Tenants or occupants.

15. LIENS AND INSOLVENCY

Tenant shall keep Premises and the Building free from any liens arising out of any work performed, materials ordered, or obligations incurred by Tenant. If Tenant becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee, or other liquidating officer is appointed for the business of Tenant and if the receivership, assignment, or other such liquidating action is not terminated within thirty (30) days of any such appointment, then Landlord may terminate this lease and Tenant's right of possession under this Lease, at Landlord's option. Tenant shall have no authority, express or implied to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, interest of Landlord in Premises or to charge the rental payable hereunder for any claim in favor of any person dealing with Tenant, including those repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument.

16. DEFAULTS

The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by applicable party:

16.1 VACATION OF PREMISES

The vacating or abandonment of Premises by Tenant;

16.2 FAILURE TO PROVIDE RENT

The failure by Tenant to provide rent as described in Section 4.1 or any other payment required to be made by Tenant hereunder as and when due, where such failure shall continue for a period often (10) days after written notice thereof by Landlord to Tenant;

16.3 FAILURE TO PERFORM COVENANTS

The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described on Section 16.2 above, where such failure shall continue for a period often (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion; and

16.4 DEFAULTS BY LANDLORD

This may include failure by Landlord to perform maintenance, snow removal, or any other obligations under the terms of the Lease.

17. REMEDIES IN DEFAULT

In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

17.1 TERMINATION

Terminate Tenant's right to possession of Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to the cost of recovering possession of Premises; expenses of releasing, including necessary renovation and alteration and alteration of Premises; reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Additional Charges called for herein or allowed by law for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that apportion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums bear interest from the date due at the maximum legal rate;

17.2 ENFORCE RIGHTS

Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall continue in effect whether or not Tenant shall have abandoned Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Additional Charges as may become due hereunder; or

17.3 OTHER REMEDIES

Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which Premises are located.

18. PRIORITY

Tenant agrees that this Lease shall be subordinate to any mortgages or deeds of trust now or at anytime hereafter constituting a lien upon Premises or the Building containing the same, to any and all advances to be made there under, and to the interest thereon, and to all renewals, replacements, and extensions thereof, provided that the mortgages or deeds of trust shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder and if Tenant attorneys to the mortgagee. Within five (5) days after written request from

Landlord, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Lease to any such mortgages or deeds of trust and shall execute estoppels certificates as requested by Landlord from time to time in the standard form of any such mortgagee or beneficiary.

19. CONDEMNATION

If all of Premises or any portion of the Building as may be required for the reasonable use of Premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of taking by eminent domain), this Lease shall automatically terminate as of the date Tenant is required to vacate or will be deprived of the reasonable use of Premises, and all rentals shall be paid to that date. In the case of taking of a part of Premises, Tenant may, at its election, terminate this Lease by notice in writing to Landlord within ten (10) days after the receipt by Tenant of written notice of the proposed taking, and with any such notice by Tenant to Landlord to be effective on a date which shall be specified by Tenant in the notice but shall be no later than thirty (30) days after the date of the giving of notice. If within said thirty (30) day period, Tenant does not exercise its right to terminate this Lease because of a taking of a part of Premises, this Lease shall continue in full force and effect, and the rental shall be equitably reduced based on the proportion by which the floor area of Premises is reduced, such rent reduction to be

effective as of the date when possession of such portion is delivered to condemning authority. Landlord reserves all rights to damages to premises for any taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the lease hold interest or for interference with Tenant's business. Tenant shall have the right, however, to claim, and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses and of the interruption of or damage to Tenant's business; provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

20. PARKING AND COMMON AREAS

20.1 LANDLORD'S OBLIGATIONS AND RIGHTS

Landlord covenants that there shall be a common parking area for the nonexclusive use of Tenant during the full term of this Lease; provided that the condemnation or other taking by any public authority or sale in lieu of condemnation of any or all of such common and parking areas shall not constitute a violation of this covenant.

Tenant shall hold Landlord harmless, defend and indemnify Landlord from any liability based on Tenant parking equipment on Premises. Landlord is not responsible or liable for damage to Tenant's equipment parked on Premises. Notwithstanding anything herein contained to the contrary, Landlord shall be entitled to alter the Building services or facilities and the location of driveways, sidewalks, or other common areas and to extend existing buildings or erect new buildings or extend existing building above Premises or other rentable Premises or common areas of the Shopping Center or add new common areas to or on the Shopping Center; and upon any alteration of the common areas or upon commencement of construction of any addition or additions to the Shopping Center and upon any addition of the new common areas, Landlord and Tenant shall execute such further and other documents as may be required to reflect such alterations of the common areas to exclude areas taken for construction of additional buildings or to include areas added as new common areas, as the case may be. If said parking is adversely altered due to Landlord's change or structural alteration of building or premises which increases square footage, Tenant may terminate this Lease at its sole option.

20.2 TENANT'S OBLIGATIONS AND RIGHTS

Tenant, for the use and benefit of itself and its agents, employees, customer, and licensees shall have the nonexclusive right in common with Landlord and other present and future owners and Tenants and their agents, employees, customers, and licensees to use said common and parking areas during the entire term of this Lease for ingress, egress, and automobile parking. Notwithstanding the foregoing,

Landlord shall have the right to require Tenant and Tenant's employees to park in a designated area in the parking lot during peak business times, such as the Christmas season or similar times when the common parking areas may be subject to maximum use by customers of the stores in the Shopping Center. **Tenant shall, at its own expense, be responsible for removal of trash accumulated in the parking area as a direct result of its business operation.**

20.3 RULES AND REGULATIONS

Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish.

21. NONWAIVER

Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term covenant or condition herein contained the subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

22. SURRENDER OF POSSESSION

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender Premises to Landlord. **The Landlord agrees to promptly notify The Alaska Marijuana Control Board (AMCO) of the termination of this lease and further agrees NOT to take possession or remove marijuana or marijuana containing products at any time and for any reason.**

23. HOLDING OVER

If Tenant shall without the written consent of Landlord hold over after the expiration of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay Landlord rent at the existing rate as set forth herein, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants, and conditions herein specified, so far as applicable. Should agreement not be reached, Tenant shall vacate Premises upon thirty (30) day's notice by Landlord.

24. ASSIGNMENT OR SUBLETTING

Tenant shall not be allowed to assign this Lease or sublet the whole or any part of Premises to any person or entity, without the written consent of Landlord and such consent shall not be unreasonably withheld. As used herein, the term "Assignment" includes without limitation transfers to a subsidiary of affiliated entity, the restructuring of a limited partnership, transfer of interest by or between Individual partners if Tenant is a corporation, and any assignment in connection with any corporate merger or consolidation.

25. NOTICES

All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Landlord at P.O. Box 112191 Anchorage, AK. 99511 and to Tenant at Premises of _____ or to such other respective address as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

26. COSTS AND ATTORNEY'S FEES

If by reason or any default on the part of either party, it becomes necessary for either party to employ an attorney, or in case either party shall bring suit to recover any rent due hereunder or for breach of any provision of this Lease or to recover possession of Premises, or if either party shall bring an action for any relief against other possession of Premises, or if either party shall bring an action for any relief against other party, declaratory or otherwise, arising out of this Lease, and either party shall prevail in such action, then and in any such events, then prevailing party shall be entitled to reasonable attorneys' fees and all costs and expenses expended or incurred in connection with such default of action.

27. LANDLORD'S ACCESS

Landlord and its agents shall have the right to enter Premises at reasonable times for the purpose of inspecting it, showing it to prospective purchasers or lenders and making such repairs as Landlord may deem necessary or desirable. **The Landlord agrees to abide by all the Alaska State Marijuana Laws at all times in regard to access to property. The landlord agrees never to enter the property unless escorted by the tenant or an authorized employee of the tenant.** Landlord may, during the last ninety (90) days of the term of this Lease, place on or about Premises any ordinary "For Sale or Lease" signs, without rebate of rent or liability to Tenant.

28. CAPTIONS AND CONSTRUCTION

The titles to the sections to this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

29. REMOVAL OF PROPERTY

If Tenant shall fail to remove any of its personal property and or trade fixtures of any nature whatsoever from Premises or Shopping Center at the termination of this Lease or when Landlord has the right of reentry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period often (10) days or more, Landlord may, at its option, sell or permit to be sold any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, and shall apply the proceeds of such sales as follows:

1. First, to the cost and expense of such sale, including reasonable attorneys fees actually incurred;
2. To the payment of the costs or charges for storing any such property; and then:
3. To the payment of any other sums of money which may then be or therefore become due Landlord from Tenant under any of the terms hereof; and then
4. The remaining balance, if any, to Tenant.

30. SUCCESSORS

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns, except as expressly limited herein.

31. ACCEPTANCE OF PREMISES

Tenant shall accept Premises "as is" at the commencement of the term of this Lease and in their then present condition and subject to all applicable zoning, municipal, county, borough, and state laws, ordinances, and regulations governing and regulating the use of Premises and accept this Lease subject thereto and all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of Premises for the conduct of Tenant's business.

32. SALE OF PREMISES BY LANDLORD

In the event of any sale of Premises by Landlord, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease; arising out of any and all of its covenants and obligations contained in or derived from this Lease; or arising out of any act, occurrence or omission occurring after the consummation of such sale. Any purchase of Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease. Sale and transfer of Tenant's business, is address in Paragraph 25.

33. TENANT'S STATEMENT

Tenant shall, at any time and from time to time, upon not less than five (5) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults, if none are claimed; and (c) setting for the date of commencement of rents and expiration of the term hereof. The prospective purchaser or encumbrance of all or any portion of the real property of which Premises are a part may rely upon any such statement.

34. ENTIRE AGREEMENT

This Lease sets for the entire understanding and agreement of Landlord and Tenant with respect to Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

35. BROKERS COMMISSION

None.

36. RECORDING

Tenant shall not record this Lease without prior written consent of Landlord. However, upon request of either party, both parties shall execute a memorandum or "short form" of this Lease for the purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, Premises, Lease term, and shall incorporate this lease by reference.

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37. LEASE NOT AN OFFER

The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until Landlord executes a copy of this Lease and delivers the same to Tenant.

38. HAZARDOUS SUBSTANCE DISCLOSURE

Tenant shall promptly disclose to Landlord, in writing, if Tenant knows, or has reasonable cause to believe, that any toxic, dangerous, or hazardous substance, as those terms are defined under Federal, State, or Local law, has come to be located in, on, about, over, or beneath its premises. In addition, Tenant shall execute a written statement to Landlord no later than thirty (30) days after the end of each lease year describing in detail any and all toxic, dangerous, or hazardous substance (as those terms are defined under Federal, State, or Local law) which Tenant knows, or has reasonable cause to believe, have come to be located in, on, about, over, or beneath its premises, or that there are not toxic, dangerous, or hazardous substances in, on, about, over, or beneath Premises. Tenant agrees to defend, indemnify and hold Landlord harmless for any contamination from hazardous wastes or hazardous substances resulting from Tenant's activities, including but not limited to, the reasonable actual costs of consultants, attorney's fees, laboratory testing charges, and claims for bodily injury and death. Landlord shall have the right, from time to time, during Tenant's normal business hours, after prior reasonable notice to Tenant, to conduct periodic monitoring test of Premises to ascertain the presence of hazardous wastes or hazardous substances. Any such entry shall be subject to Tenant's security requirements. Tenant shall have the right to accompany Landlord at all times Landlord is in Premises. Landlord shall not interfere with Tenant's use or occupancy of Premises in the event Landlord enters Premises pursuant to this Section. Tenant shall promptly notify Landlord of all hazardous substances spills, of all inspections by governmental authorities, and of any fines or penalties imposed against Tenant and penalties assessed or imposed as a result of any hazardous waste or hazardous substance spills.

39. FORUM SELECTION

This Lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Alaska. Tenant agrees specifically that venue and jurisdiction in that Court are proper, and further agrees to submit themselves to the jurisdiction of that court. Tenants shall to claim that said forum is an inconvenient forum.

40. ARBITRATION

Any arbitration proceedings shall be conducted in accordance with the Alaska Statutes governing arbitration.

41. CONSTRUCTION

The parties hereto have negotiated this agreement in good faith, and each party has had the right to consult counsel of their own choosing, and has either consulted with such attorney, or has made an informed decision not to consult with an attorney, and each party believes that they fully understand their rights hereunder. Therefore, the parties agree that the rule of construction that a contract may be construed against the party who caused the agreement to be drafted shall not apply to this agreement or any modifications hereto.

42. DEPOSIT

A security deposit in the amount _____\$1000_____ shall be paid by tenant and held by landlord. Security deposit shall be returned within 30 days after tenant

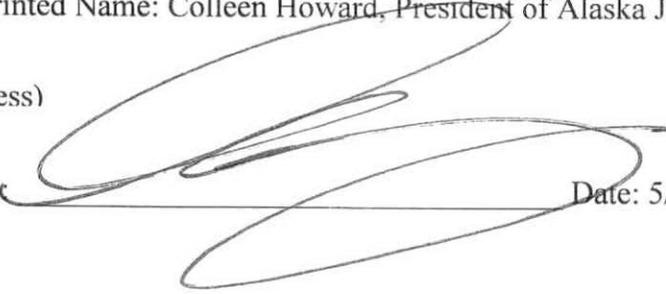
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below their respective signatures.

LANDLORD: SW Investments:  _____

TENANT: Printed Name: Colleen Howard, President of Alaska Joint Ventures

(Name of Business)

Tenant Signature



Date: 5/1/2020

Tenant contact info:

Cell: 907.223.5574

Email: contact@akjoint.com

Mailing Address: 7801 Schoon St, Anchorage AK 99518
Unit G

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	Alaska Joint Ventures, LLC

Entity Type: Limited Liability Company

Entity #: 10045885

Status: Good Standing

AK Formed Date: 12/1/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: 7801 SCHOON STREET, UNIT F, ANCHORAGE, AK 99518

Entity Physical Address: 7801 SCHOON ST, SUITE F, ANCHORAGE, AK 99518

Registered Agent

Agent Name: United States Corporation Agents, Inc.

Registered Mailing Address: 721 DEPOT DR, ANCHORAGE, AK 99501

Registered Physical Address: 721 DEPOT DR, ANCHORAGE, AK 99501

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Colleen Howard	Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
12/01/2016	Creation Filing	Click to View	Click to View
4/24/2017	Initial Report	Click to View	
11/14/2017	Biennial Report	Click to View	
10/11/2019	Biennial Report	Click to View	
1/24/2020	Agent Change	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

Alaska Joint Ventures, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective December 01, 2016.



Chris Hladick
Commissioner

AMCO

JUN 26 2020



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

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-12/1/2016 10:09:47 AM

1 - Entity Name

Legal Name: Alaska Joint Ventures, LLC

2 - Purpose

Retail Store - marijuana dispensary

3 - NAICS Code

453991 - TOBACCO STORES

4 - Registered Agent

Name: United States Corporation Agents, Inc.
Mailing Address: 310 K Street, Suite 200, Anchorage, AK 99501
Physical Address: 310 K Street, Suite 200, Anchorage, AK 99501

5 - Entity Addresses

Mailing Address: 780|Schoon St, Anchorage, AK 99517
Physical Address: 780|Schoon St, Anchorage, AK 99517

unit 6

6 - Management

The limited liability company is managed by its members.

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7 - Officials

Name	Address	% Owned	Titles
Colleen Howard	7801 School St #G Anchorage, AK 99518	100	Organizer

Name of person completing this online application

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

Name: Cheyenne Moseley

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Operating Agreement

Alaska Joint Ventures, LLC, an Alaska Limited Liability Company

THIS OPERATING AGREEMENT of Alaska Joint Ventures, LLC (the “Company”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as an Alaska limited liability company under the Alaska Revised Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Alaska. The Members hereby adopt and approve the articles of organization of the Company filed with the Alaska Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Alaska Revised Limited Liability Company Act.

“Agreement” means this Operating Agreement of the Company, as may be amended from time to time.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

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“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Alaska Revised Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
 - (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by
 - (2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).
$$\text{Percentage Interest} = \frac{MU}{TU}$$

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member’s name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member’s respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

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2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Alaska Revised Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Alaska Revised Limited Liability Company Act.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

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ARTICLE 4: MANAGEMENT

4.1 **Management.**

A. **Generally.** Subject to the terms of this Agreement and the Alaska Revised Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Alaska Revised Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective

employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Alaska Revised Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Alaska Revised Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action of the members.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Alaska Revised Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Alaska Revised Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous

written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Section 405 of the Alaska Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that

terminated the continued membership of the last remaining Member;

- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Alaska law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Alaska law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a

Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Alaska Revised Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Alaska Revised Limited Liability Company Act.

10.3 **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Alaska. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

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provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

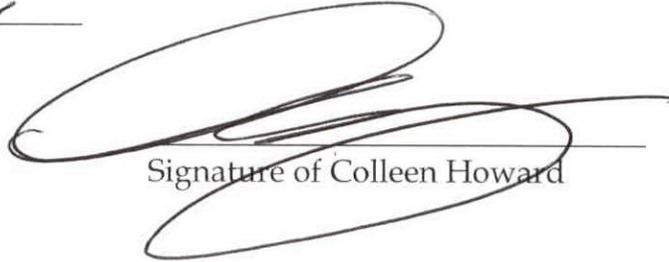
10.6 **Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 12-1-2014

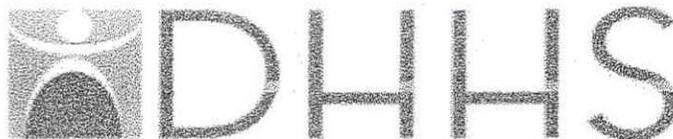


Signature of Colleen Howard

Appendix A - MODEL PLAN REVIEW APPLICATION FOR FOOD ESTABLISHMENTS



MUNICIPALITY OF ANCHORAGE



ANCHORAGE DEPARTMENT OF HEALTH & HUMAN SERVICES

received
6-23-2020

TYPE OF APPLICATION: New Remodel Conversion
Projected Start Date: _____
Projected Completion Date: 9-1-2020

TYPE OF FOOD OPERATION: Retail Marijuana Store

MARIJUANA RETAIL ESTABLISHMENT INFORMATION

Name of Establishment: Voodoo Cannabis Company

Establishment Address: 930 Gambell St **City:** Anchorage **State:** AK **ZIP:** 99501

OWNERSHIP INFORMATION

Name of Owner: ALASKA Joint Ventures LLC

Address: 7801 Schoon St unit G **City:** Anchorage **State:** AK **ZIP:** 99518

Email: contact@akjomt.com **Phone Number:** 907 223 5574

ARCHITECT/ENGINEER INFORMATION

Applicant Name: Colleen Howard **Contact Person:** Colleen Howard

Applicant Mailing Address: 7801 Schoon St **City:** Anchorage **State:** AK **ZIP:** 99518

Email: contact@gvr.akjomt.com **Phone Number:** 907 223 5574

FOOD OPERATION INFORMATION

Hours/Days of Operation	Square Feet of Facility:	Type of Service (check all that apply)	Employees
<input checked="" type="checkbox"/> Sun: <u>8am-12am</u>	<u>360</u>	<input checked="" type="checkbox"/> Off-site consumption	Max per shift: <u>3</u>
<input type="checkbox"/> Mon: <u>8am-12am</u>		<input type="checkbox"/> Single-use utensils	
<input type="checkbox"/> Tues: <u>8am-12am</u>		<input type="checkbox"/> Multi-use utensils	
<input checked="" type="checkbox"/> Wed: <u>8am-12am</u>		<input type="checkbox"/> Other: _____	
<input checked="" type="checkbox"/> Thurs: <u>8am-12am</u>			
<input checked="" type="checkbox"/> Fri: <u>8am-12am</u>			
<input type="checkbox"/> Sat: <u>8am-12am</u>			

Designated Point of Contact for questions or additional needed information:
Name: Colleen Howard
Phone Number: 907 223 5574

The following documents must be submitted along with this application:
 Proposed list of marijuana consumables, concentrates and beverages to be offered

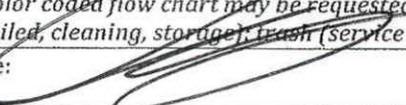
- Plans must be clearly drawn to scale (minimum 11 x 14 inches in size) and include these items below:
- The floor plan must identify: retail sales area, restrooms, office, employee change room, storage, warewashing, janitorial and trash area. Include location of any outside equipment or facilities (dumpsters, well, septic system-if applicable).
- Provide equipment layout and specifications, clearly numbered and cross-keyed with the equipment list.



Elevation drawings may be requested by the Regulatory Authority.

- Identify handwashing, warewashing and/or three compartment sinks.
- Provide plumbing layout showing the sewer lines, cleanouts, floor drains, floor sinks, vents, hot and cold water lines, and direction of flow to sanitary sewer.
- Provide water heater, hand washing sink, and three-compartment sink specification sheets.
- Provide exhaust ventilation layout including location of hood and make-up air returns and ducts, if applicable.
- Lighting plan, indicating the exact foot candles for each area as required.
- Finish schedule showing floor, coved base, wall and ceilings for each area shown on the plans.

Note: A color coded flow chart may be requested by the Regulatory Authority demonstrating flow patterns for: receiving, storage, glassware (clean, soiled, cleaning, storage), trash (service area, holding, storage, disposal).

Signature: 	Date: 6-22-2020
Print Name: Colleen Howard	Title: president

Additional Required Documents:

- Copy of valid business license
- Copy of completed food handlers card
- Design plans for the facility
- All specification sheets:
 - 3 Compartment Sink
 - Hand washing sink
 - Refrigerator(s) - commercial grade only
 - Water heater specification sheet
 - Freezer, etc...

RECEIVED
6-23-2020

Office Use Only		
Fees: 220	Payment Type: CC	Receipt #:
Marijuana Retail Stores	Date Paid: 6-23-2020	Facility ID:
0-1000 sq. ft.	\$220.00	PE: AF20
1001-4000 sq ft.	\$330.00	Plan Review Project # SR 714
4001+ sq ft.	\$550.00	Plan Review:

IN 00 61473
AR 00 18889

Revised September 9, 2016

Shelley A. Griffith, MPH, RPS
AMCO

JUN 26 2020

Environmental Health Services
PO Box 196650

Anchorage, AK 995196650
Phone: (907) 343-4200



 ENVIRONMENTAL HEALTH SERVICES RECEIPT

Receipt No: #000003729

Date: Jun 23, 2020

Invoiced To

- ▶ VOODOO CANNABIS COMPANEY
- ▶ 930 GAMBELL ST
- ▶ ANCHORAGE, AK 99501
- ▶ Phone: (907) 223-5574

Billing Information

- ▶ XXXX-XXXX-XXXX-3243 
- ▶ COLLEEN HOWARD
- ▶ 3042 CHEYENNE CT
- ▶ ANCHORAGE, AK 99507

Invoice	Description	Total Paid
IN0061473	PLAN REVIEW - FOOD - 0 TO 1000 SQ FT \$220.00	\$220.00

Total amount paid: \$220.00

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