



Public Notice

Application for Marijuana Establishment License

License Number: 25707

License Status: Complete

License Type: Limited Marijuana Cultivation Facility

Doing Business As: The Hangar AK

Business License Number: 2107048

Email Address: justin.benson121@yahoo.com

Latitude, Longitude: 61.591000, -149.338000

Physical Address: 1540 N. SHORELINE DRIVE
(Metal Building)
WASILLA, AK 99654
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10134482

Alaska Entity Name: Lake Landing Investments, LLC

Phone Number: 907-280-7098

Email Address: justin.benson121@yahoo.com

Mailing Address: PO Box 141463
Anchorage, AK 99514
UNITED STATES

Entity Official #1

Type: Individual

Name: Justin Benson

Phone Number: 907-280-7098

Email Address: justin.benson121@yahoo.com

Mailing Address: PO BOX 141463
ANCHORAGE, AK 99514
UNITED STATES

Entity Official #2

Type: Individual

Name: Athena Rotzler

Phone Number: 907-830-3099

Email Address: athena_rotzler@yahoo.com

Mailing Address: 2440 E. Tudor Rd #913
Anchorage, AK 99507
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:** 25707**License Status:** New**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** The Hangar AK**Business License Number:** 2107048**Designated Licensee:** Justin Benson**Email Address:** justin.benson121@yahoo.com**Local Government:** Matanuska-Susitna Borough**Local Government 2:** - No Local Government -**Community Council:** South Lakes**Latitude, Longitude:** 61.591000, -149.338000**Physical Address:** 1540 N. SHORELINE DRIVE
WASILLA, AK 99654
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10134482**Alaska Entity Name:** Lake Landing Investments, LLC**Phone Number:** 907-280-7098**Email Address:** justin.benson121@yahoo.com**Mailing Address:** PO Box 141463
Anchorage, AK 99514
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Justin Benson**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-280-7098**Email Address:** justin.benson121@yahoo.com**Mailing Address:** PO BOX 141463
ANCHORAGE, AK 99514
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Athena Rotzler**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-830-3099**Email Address:** athena_rotzler@yahoo.com**Mailing Address:** 2440 E. Tudor Rd #913
Anchorage, AK 99507
UNITED STATES**Affiliate #1****Type:** Individual**Name:** Justin Benson**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-280-7098**Email Address:** justin.benson121@yahoo.com**Mailing Address:** PO Box 141463
Anchorage, AK 99514
UNITED STATES**Affiliate #2****Type:** Individual**Name:** Athena Rotzler**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-830-3099**Email Address:** athena_rotzler@yahoo.com**Mailing Address:** 2440 E. Tudor Rd #913
Anchorage, AK 99507
UNITED STATES



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:	Lake Landing Investments, LLC	License Number:	25707		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	The Hangar AK				
Premises Address:	1540 N. SHORELINE DRIVE				
City:	WASILLA	State:	AK	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Athena Rotzler
Title:	member/manager

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?



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.

AKR

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

AKR

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

AKR

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.

AKR

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.

AKR

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.

AKR

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).

AKR

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

AKR

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.

AKR

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.

AKR

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.

AKR



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-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:

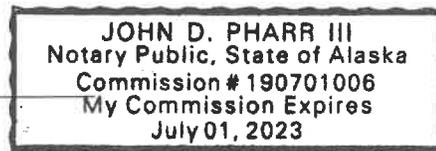
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



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

Athena Rotzler
 Printed name of licensee

My commission expires: 7/1/23

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



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:	Lake Landing Investments, LLC	License Number:	25707		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	The Hangar AK				
Premises Address:	1540 N. SHORELINE DRIVE				
City:	WASILLA	State:	AK	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Justin Benson
Title:	member/manager

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?



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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JB

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JB

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JB

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.

JB

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.

JB

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.

JB

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).

JB

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

JB

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.

JB

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.

JB

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.

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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.

JB

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.

JB

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.

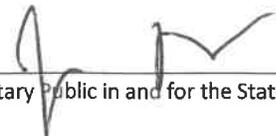
JB

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

JOHN D. PHARR III
 Notary Public, State of Alaska
 Commission # 190701006
 My Commission Expires
 July 01, 2023


 Notary Public in and for the State of Alaska

Justin Benson
 Printed name of licensee

My commission expires: 7/1/23

Subscribed and sworn to before me this 25th 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:	Lake Landing Investments, LLC	MJ License #:	25707		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	The Hangar AK				
Premises Address:	1540 N. SHORELINE DRIVE				
City:	WASILLA	State:	Alaska	ZIP:	99654
Mailing Address:	PO Box 141463				
City:	Anchorage	State:	Alaska	ZIP:	99514
Designated Licensee:	Justin Benson				
Main Phone:	907-280-7098	Cell Phone:	907-280-7098		
Email:	justin.benson121@yahoo.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:

This is a marijuana cultivation facility and will not be open to the public. No tours or leisure visits are permitted within the licensed premises areas or any portion of this licensed facility including restricted areas. Any visitor to this part of the licensed premises will have to be able to prove: over 21 years of age via valid ID: State or federal, drivers license, passport etc., and a need to be escorted into any restricted access area. If a need is determined, visitor's identification will be screened, and the visitors log will be filled out. Visitor will wear an identification tag at all times while in the facility. No more than 5 visitors per employee or agent will be permitted in the facility at a time, in accordance with applicable laws and AMCO regulations. All outside doors to this marijuana cultivation facility will remain locked at all times. No handling of the marijuana will occur except by the licensee, his employees or agents and not by any visitors. All rooms will be secured. Video surveillance will record all entries, exits and rooms within the licensed facility.

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 Applicant requires all visitors to call ahead and establish an appointment at the facility before they arrive. Upon arrival, an employee escort who will request identification from the visitor, complete the visitor's log, and issue a visitor's badge shall greet visitors. Valid forms of identification include an unexpired, unaltered passport; a driver's license or permit; or an identification card of any U.S. state or province or territory of Canada. Anyone without identification and/or under the age of 21 may not enter the cultivation facility. The designated employee shall record the information pertaining to the visit on a visitor's log and issue a visitor's identification badge before entering the restricted area. Information on the visitor's log includes name, date of birth, current date, time in/out, email address or phone number, and the employee escort's name. The visitor shall wear the badge while on premises. The employee escort is required to remain with the visitor and is responsible for noting the time the visitor leaves and retrieving the visitor's badge. The Visitor Policy shall apply to all facility visitors including, but not limited to, contractors, wholesale purchase customers, and delivery/transportation drivers. No more than five visitors per escort. All restricted access areas will be clearly marked and remain locked and closed.

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

A logbook to record the persons full name, date of visit, time of entry and departure and nature/purpose of visit will be maintained. Visitor's I.D. numbered badges will also be required to be worn at all times while upon the premises. Badges will be returned at the end of said visit and they will be accounted for at the end of each visit as well. The Applicant requires all visitors to call ahead and establish an appointment at the facility before they arrive. Upon arrival, an employee escort who will request identification from the visitor, complete the visitor's log, and issue a visitor's badge shall greet visitors. Valid forms of identification include an unexpired, unaltered passport; a driver's license or permit; or an identification card of any U.S. state or province or territory of Canada. Anyone without identification and/or under the age of 21 may not enter the facility. The designated employee shall record the information pertaining to the visit on a visitor's log and issue a visitor's identification badge before entering the restricted area. Information on the visitor's log includes name, date of birth, current date, time in/out, email address or phone number, and the employee escort's name. The visitor shall wear the badge while on premises. The employee escort is required to remain with the visitor and is responsible for noting the time the visitor leaves and retrieving the visitor's badge. The Visitor Policy shall apply to all facility visitors including, but not limited to, contractors, wholesale purchase customers, and delivery/transportation drivers. No more than five visitors per escort. All restricted access areas will be clearly marked and remain locked and closed until a need for them to be opened is determined.



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:

<p>The Hangar AK</p> <p>LIC#25707</p>  <p><i>VISITOR</i> #1</p> <p>Limited Marijuana Cultivation Facility</p>	<p>The Hangar AK</p> <p>LIC#25707</p>  <p><i>EMPLOYEE NAME</i> <i>Employee Title</i> <i>MHP#</i> <i>Expiration Date</i></p> <p>Limited Marijuana Cultivation Facility</p>
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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:

Commercial type exterior lighting will be provided at all facility exits and each side of the building. Some of the lighting will be motion sensitive if desired or on at all times. Security cameras will be I.R. capable, and the field of view will cover the approach up to each exterior door. Security cameras will record 24 hours per day, seven days per week, 365 days per year for a minimum of 40 days as per AMCO regulation unless changed to additional recording days as is being suggested and discussed by the AMCO board members.



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:

The alarm system that will be in use at the proposed facility will be provided and monitored by, Alarm.com or similar company. The system will be comprised of a main control panels with panic functions for fire, emergency and medical. Hold up alarms (silent alarms), multiple interior motion sensors, door and window sensors for all doors and windows. Motion detectors in all rooms and covering all doors and windows. Internal and external siren. All to be monitored at all times when activated during closed hours. Alarm system controls will be wall-mounted. Any time the facility is left unattended, the alarm system shall be "active". All windows and exits will be monitored 24 hours a day, 7 days a week. The video system will record 24 hours per day, seven days per week, 24 hours per day in excess of 40 days with day, date and time stamps. Motion Detectors are integrated into the security system. In the event of a motion related alarm, Licensee or designated agent will view the camera feed from inside the proposed facility or other location to determine if any further action is necessary. The panic audible alarm button will be used in the event of any perceived security breach as well as silent alarm buttons/switches to be activated in case of hold up or other emergency that may arise. Procedures for a notification of security breach: If facility is staffed, assess situation and take appropriate action. Call 911 if necessary. If the situation allows, remain at facility to assist law enforcement. If facility is vacant. Licensee or authorized agent are to return to facility to assist law enforcement once the area is made safe by law enforcement. Law enforcement will be notified immediately by the alarm monitoring company should the alarm be set-off or for fire or other emergency. They will then respond. All employees, agents of licensee and licensee will cooperate with members of law enforcement. We will notify the Department of Commerce, Community, and Economic Development, Alcohol and Marijuana Control Office as soon as reasonably practical and in any case not more than 24 hours after any unauthorized access to the premises or the establishment's knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of any marijuana or money from the licensed premises.

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

All marijuana on premises will only be handled by licensee, employees or agents designated by licensee. All will have the required marijuana handler's card. Licensee, employee or agent will be present at transfers of marijuana product to ensure integrity of shipment. All marijuana on premises will be logged in and tracked in accordance with Franwell/METRC system from seed to sale. Routine internal audits will be conducted periodically. Video cameras will run 24 hours per day, 365 days per year both indoors and outside as previously designated and will be stored for a minimum of 40 days. Should any diversion occur, a review of the video surveillance tapes both from the inside and outside will help to catch any perpetrator and proper action may be taken. Furthermore, the tracking system and recorded weights of marijuana will detect any change to our marijuana inventory, so that action may immediately be taken which includes notification to AMCO and local law enforcement. All employees including their bags, backpacks, purses etc. will be subject to search as a part of their condition of employment upon suspicion of diversion. Furthermore, employees will have to place all personal belongings into a separate locker when coming to work or lock them within their vehicle or leave them at home. If diversion is determined to have occurred, AMCO enforcement will be notified immediately and no more than 24 hours after the diversion, theft or loss etc. is discovered.

3.7. Describe your policies and procedures for preventing loitering:

This is a marijuana cultivation facility which is not open to the public. Electronic monitoring of the premises will notify licensee if unexpected movement is detected on the premises, Loiterers will immediately be asked 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.

JB

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.

JB

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

JB

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).

JB

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:

Entrances/exits to and from the facility will have cameras (within 20 feet of each entrance/exit) trained on them from the interior in such a way that faces are easily identified. Facility entrances/exits will also have exterior cameras (within 20 feet of each entrance/exit) to monitor areas around exits to provide a view of the approach to the entrances/exits. All rooms will have cameras as well covering all portions of each room. All cameras will be high definition, mounted approx. 12' above ground level for clear video footage with infrared/night vision capabilities for night viewing and recording.

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:

All video surveillance will be stored in a digital format on a local device and backed up on a hard drive. Storage will be sized appropriately to maintain at a minimum 40 days of recording, and a digital back-up of all data. Server rack will consist of a wall mountable, lockable cabinet sized appropriately to contain all necessary computer components. The rack will be located within the office of the proposed facility, ensuring that only authorized personnel are able to access the video surveillance equipment. Its accessibility will be via password protection and only the licensee, or designated employee will have access to it. It maintains storage for over 40 days and will be accessible to AMCO enforcement and/or law enforcement as well upon request. It is not accessible to the general public.



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...
b. a current employee list setting out the full name and marijuana handler permit number...
c. the business contact information for vendors that maintain video surveillance systems...
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...
g. all records normally retained for tax purposes;
h. accurate and comprehensive inventory tracking records...
i. transportation records for marijuana and marijuana product...
j. registration and inspection reports of scales registered under the Weights and Measures Act...

JB

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 kept on the premises in a locked file cabinet or safe. These records will be available for inspection upon request. These records include but are not limited to: a current employee list and handler card information, contact information for our vendors and video surveillance and alarm systems, records on advertising and marketing, visitor logs, tax records, premise diagram, internal logs, test results, invoices and transportation records. The digital records will be backed up at the end of each business day. Security camera video will be maintained for 40 days of recording at a minimum. This company will provide any record required to be kept on the licensed premises to an employee of the board upon request. Any records kept off premises will be provided within 3 days of the request. Some of these records may be kept on an external hard drive and maintained within the locked cabinet and/or safe.



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.

JB

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

JB

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.

JB

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.

JB

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.

JB

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.

JB

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

Aside from the marijuana handler's course and required testing, licensees, employees and agents will be kept current as to any change in regulation from AMCO, law enforcement (state, local or federal) as well as to any industry changes. This will be done monthly at monthly meetings between supervisor's and employees, unless METRC issues a bulletin or AMCO issues an advisory requiring more immediate dissemination of information. In this event, affected employees will be required to read and sign such memos at commencement of 1st shift after advisory or bulletin received. Additional training will also be made available to all employees through applicable media, legal articles, periodicals of trade and updated handler's recertification tests as they become due for recertification as well as any other information that may become available and be applicable. The internet is also a good source for updated information as well and will be utilized.

Our attorney Lance C. Wells will also keep us informed any changes or new developments.



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. JR
- 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. JB
- 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. JB
- 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). JB

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:

For all transports of marijuana we will create a metric transfer, that will have copies filed and stored on premises as official business records. In order to comply with 3 AAC 306.750, each trip manifest will include the following information: strain name, type of product, batch number of product, amount/weight of marijuana, name of the transporter (who will have their marijuana handlers card on them during transport), the time of departure and expected delivery, and the make, model and license plate number of the transporting vehicle. Before being transported, marijuana will be packaged in a sealed package / container, in a locked storage compartment within the transport vehicle. No marijuana will be directly visible. See Continued Response Page 11



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.

JB

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.

JB

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.

JB

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.

JB

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.

JB

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.

JB

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

JB

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):

For security concerns signs are not anticipated to be used this facility. However, if that were to change, not more than three signs may be used, either attached to the building on within the windows (no marijuana will be visible to the public) and each sign shall not exceed 4800 square inches. The sign may depict the name of the facility, address, phone number and/or any logo. See attached logo; licensee plans to use only the business name in text format in advertisement or signage.



Alaska Marijuana Control Board

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):

Advertising may consist of local Alaska Leaf magazine, trade magazines, social media, lighters, clothing items or other items of permissible branding, website, business cards, stickers, and/or in collaboration with local and state wide retailers. It would reflect the name of the business, address, phone number, email address, and license #. See attached Logo.

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

[Handwritten Signature]
Signature of licensee

Justin Benson

Printed name of licensee

JOHN D. PHARR III
Notary Public, State of Alaska
Commission # 190701006
My Commission Expires
July 01, 2023

[Handwritten Signature]
Notary Public in and for the State of Alaska

My commission expires: 7/1/23

Subscribed and sworn to before me this 25th day of June, 20 20



THE HANGAR

AK



(Additional Space as Needed):

Transport vehicle will travel directly between destinations without making any unnecessary stops and a printed trip manifest will be on board with the transporter at all times and affixed to the outside of the container. All marijuana packaging will be uniform with labels secured and prominently displayed. The facility will use certified scales in compliance with the Alaska Weights and Measures Act. All Usable materials sold to any marijuana establishment will be labeled with the name and license number assigned to the marijuana, the date the marijuana was packaged, the net weight and quantity and serving size of the usable marijuana product, test results and the date of expiration if perishable. In accordance with 3 AAC 306.475, the packaging shall have these 5 statements to be on the packaging: (1) "Marijuana has intoxicating effects and may be habit forming and addictive."; (2) "Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence."; (3) "There are health risks associated with consumption of marijuana." (4) "For use only by adults twenty-one and older. Keep out of the reach of children."; (5) "Marijuana should not be used by women who are pregnant or breastfeeding.". The product will be identified by a tracking label generated by the marijuana inventory tracking system.

- (1) placing marijuana products within a sealed, tamper-evident shipping container;
- (2) affixing a label that complies with 3 AAC 306.470 to the shipping container; and
- (3) generate a transport manifest from the marijuana inventory tracking system; the transport manifest must remain with the marijuana products at all times while being transported, give a copy to the licensed marijuana establishment that receives the shipment.

The locked, safe and secure storage compartment is located behind the rear seat(s) of our transport vehicle. All marijuana product will be contained within this/these safe and secure storage compartment. In the event that the proposed facility's planned transport vehicle is not available, a contract transportation/ security company such as Valkyrie Security & Asset Protection, The Transfer Answer or other marijuana transportation company will be utilized to carry out product transfers. It will have the required manifest and disclosures attached to the outside of it as required per regulation.



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:	Lake Landing Investments, LLC	MJ License #:	25707		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	The Hangar AK				
Premises Address:	1540 N. SHORELINE DRIVE				
City:	WASILLA	State:	Alaska	ZIP:	99654



Alaska Marijuana Control Board
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

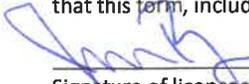
The following additional details must be included in Diagrams 3 and 4:

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

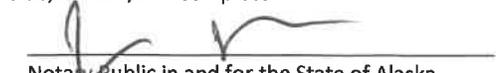
The following additional details must be included in Diagram 5:

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

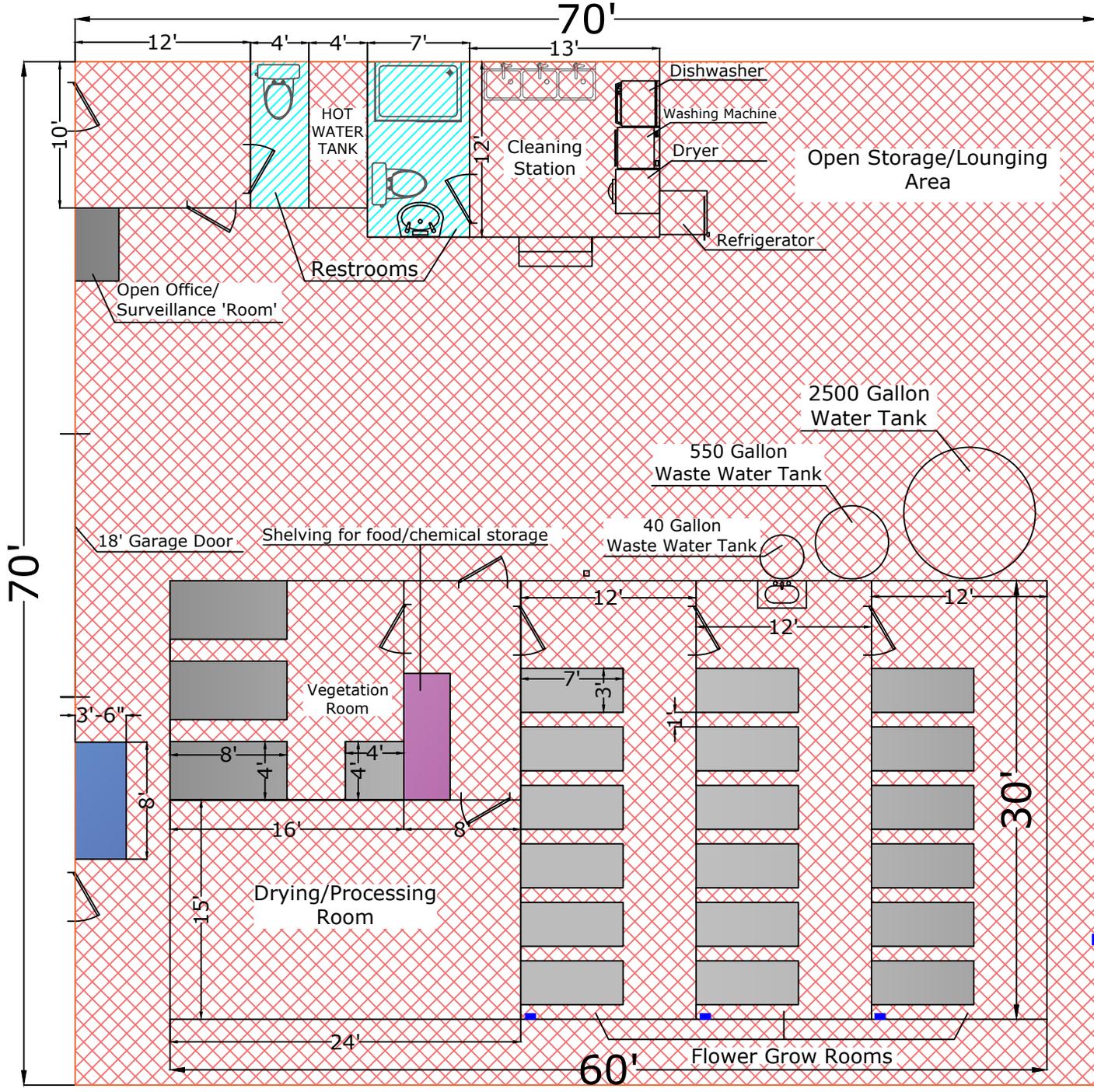
I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.


Signature of licensee
Justin Benson
Printed name of licensee

JOHN D. PHARR III
Notary Public, State of Alaska
Commission # 190701006
My Commission Expires
July 01, 2023


Notary Public in and for the State of Alaska
My commission expires: 7/1/23

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

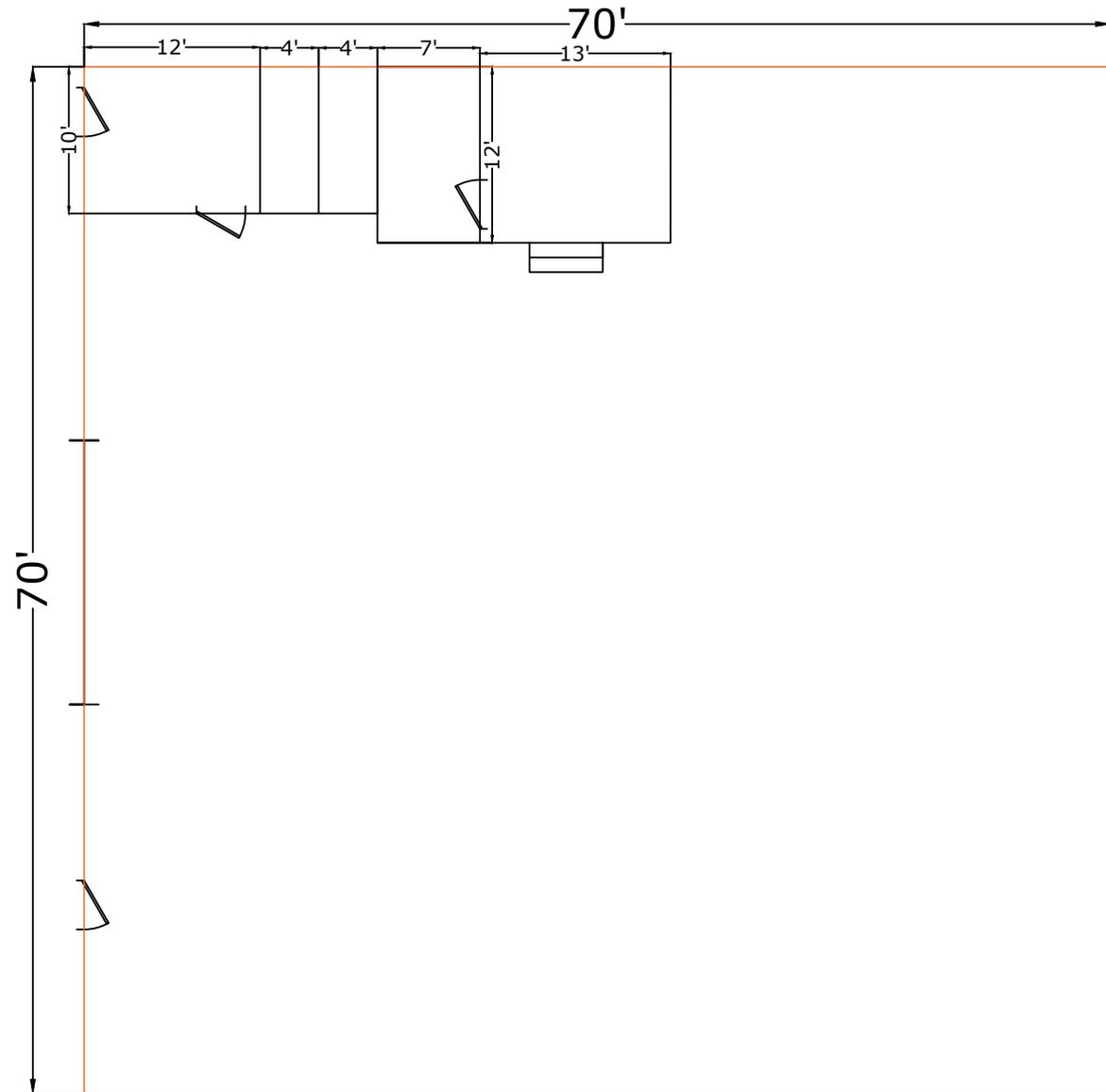


KEY

-  Licensed Premises/ Licensee's Right to Possession
-  Restricted Access Area
-  Licensed, Not Restricted Area
-  Tabletop/Countertop
-  Shelving
-  Fenced-off Trash Storage
-  12" Exhaust Outlet



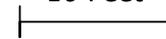
The Hangar AK - LIC#25707
 MJ-02 Diagram 1, 2, 5a



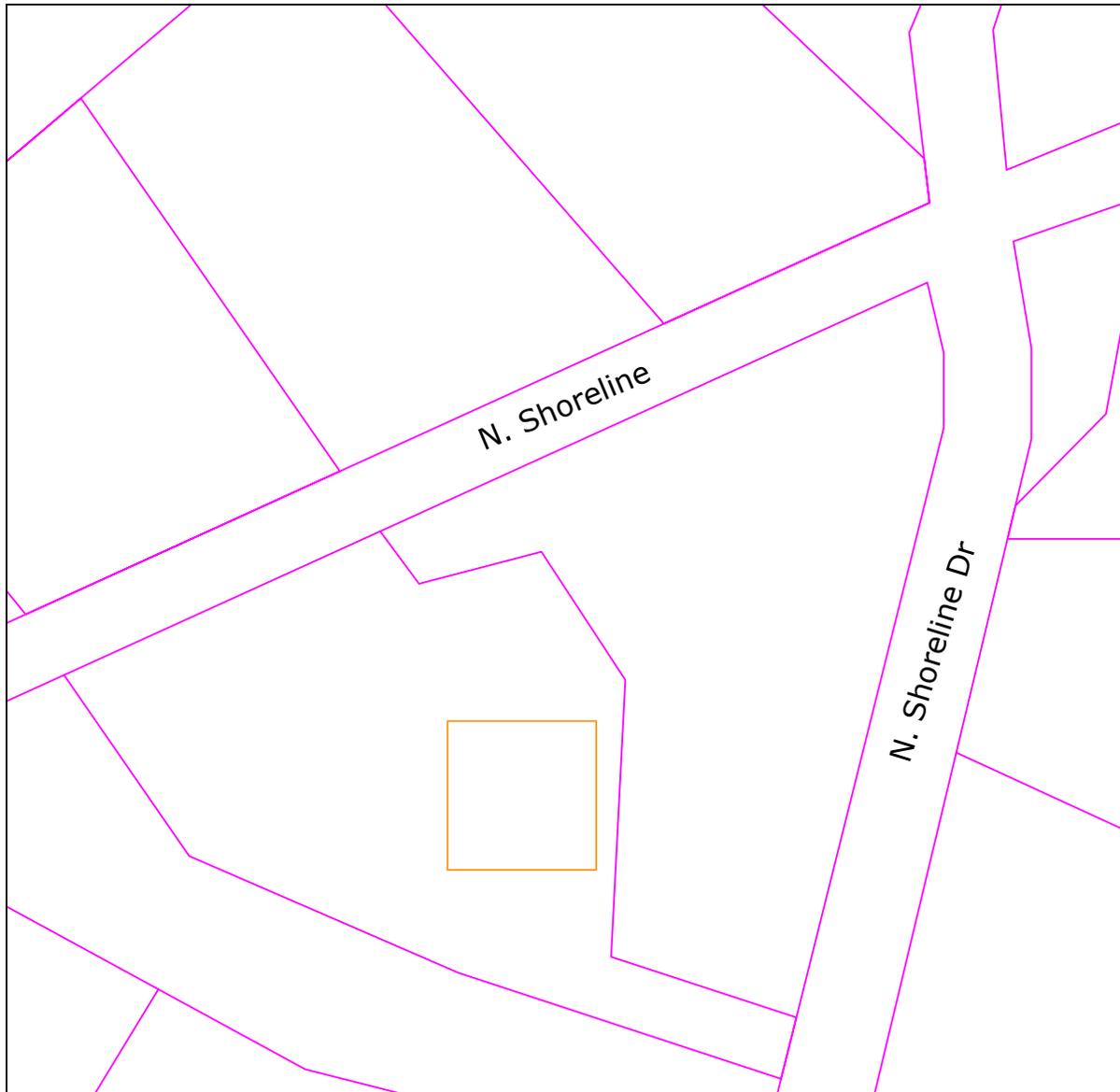
KEY

 Licensed Premises/
Licensee's Right to
Possession

10 Feet



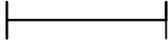
The Hangar AK - LIC#25707
MJ-02 Diagram 3a



KEY

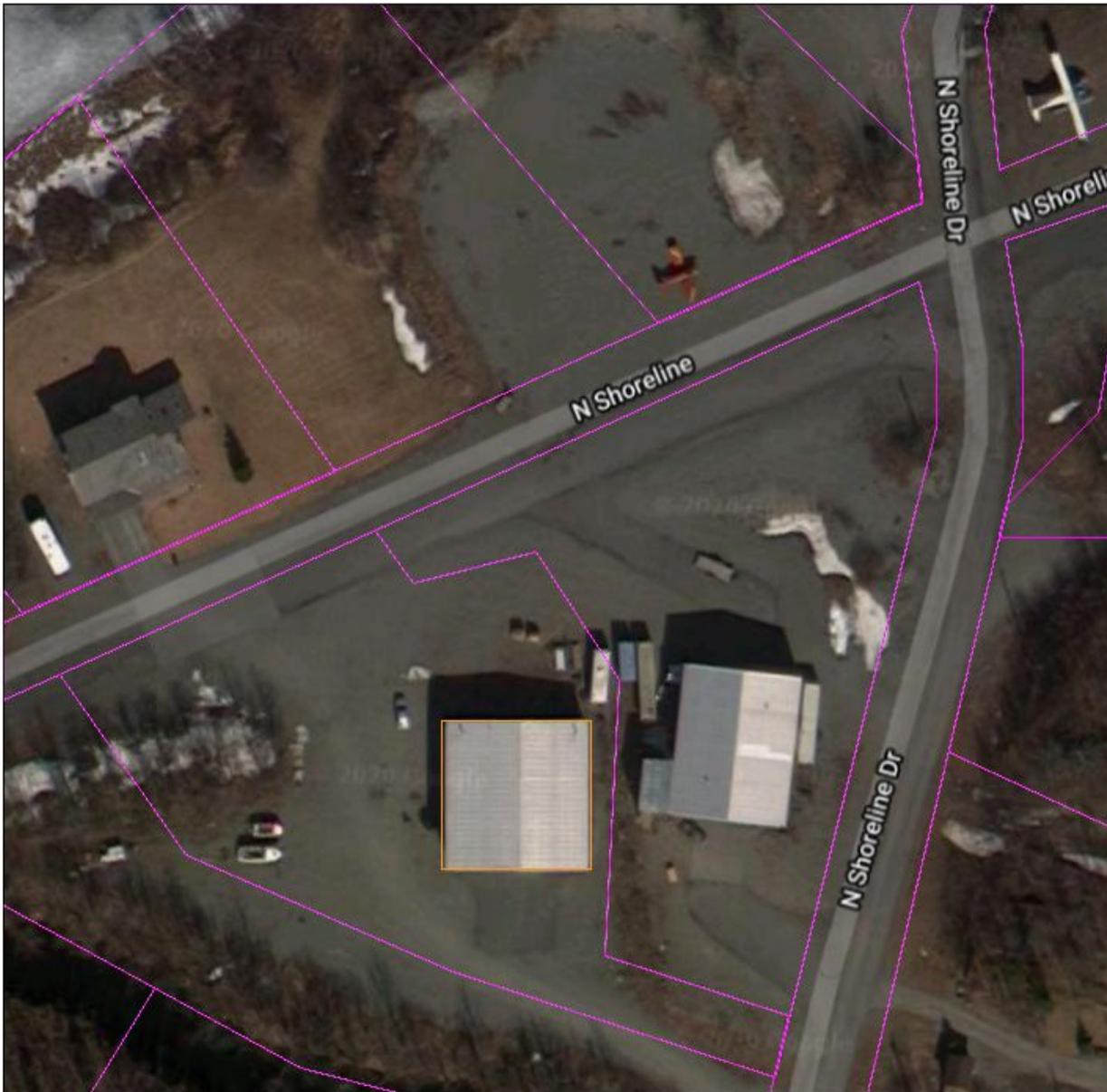
 Licensed Premises/
Licensee's Right to
Possession

 Plot Lines

70 feet




The Hangar AK - LIC#25707
MJ-02 Diagram 3b & 5b



KEY

 Licensed Premises/
Licensee's Right to
Possession

 Plot Lines

70 feet




The Hangar AK - LIC#25707
MJ-02 Diagram 4



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 Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** 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 306.420(2).

What additional information is required for cultivation facilities?

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

- Prohibitions
- Cultivation plan
- Waste disposal
- Odor control
- Testing procedure and protocols
- Packaging and labeling

This form must be completed and submitted to AMCO's main office before any new or transfer application for a standard marijuana cultivation facility or limited marijuana cultivation facility 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:	Lake Landing Investments, LLC	MJ License #:	25707		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	The Hangar AK				
Premises Address:	1540 N. SHORELINE DRIVE				
City:	WASILLA	State:	Alaska	ZIP:	99654



Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the flow of marijuana from seed or clone to harvest and transfer from your premises:

Upon inspection, our seed banks will be organized into strain-specific packages, containing less than fifty seeds each, grouped and packaged in METRC, and will be tracked by and through their assigned package tag, until unpackaged and planted. Clones and seedlings will be in segregated into strain specific groups of less than fifty, physically, and within METRC. We will use clone charts, clone maps, and/or other internal procedures to ensure accountability and tracking of clones and seedlings. Once clones have reached 8" in height, they will be assigned an individual Plant ID tags within METRC, and their growth phase will be changed to vegetative. All vegetative plants will be assigned individual plant tags, which will be used to track them through to harvest. When a plant changes physical location (rooms) or growth phases, it will be tracked through plant logs and/or other internal tracking and communication documents, and will be updated in METRC. When the plants are harvested, strain specific harvest batches will be made from plants harvested on the same day. Wet waste (drying) will be logged on internal tracking forms as well as in METRC. Plant waste (root balls, stalks, leaves) will be deducted from the harvest batch within METRC and AMCO will be notified 3 days in writing before rendering unusable. Packages of Bud and Trim will be made from the harvest batch, and waste will be logged through internal tracking forms, through METRC, and reported to AMCO as set forth above. Each package will have a representative sample submitted, from the same package/HB, for testing. After testing results from this "related package" has cleared testing, additional packages will be made from that HB/PKG to fulfill wholesale or retail orders, which will then be tracked as they are transferred from our facility, physically, and within METRC. See cont'd response.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.405 and 3 AAC 306.410.

3.1. I certify that the marijuana cultivation facility will not:

Initials

- a. sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation;
b. allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on the licensed premises or within 20 feet of the exterior of any building or outdoor cultivation facility; or
c. treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana.

JB

JB

JB

Section 4 – Cultivation Plan

Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

4.1. Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

Room A: 6 tables @ 3' x 7' = 21 sq ft x 6 = 126 sq. feet (Room A Total)
Room B: 6 tables @ 3' x 7' = 21 sq ft x 6 = 126 sq. feet (Room B Total)
Room C: 6 tables @ 3' x 7' = 21 sq ft x 6 = 126 sq. feet (Room C Total)
Room D: 3 tables @ 4' x 8' = 32 sq ft x 3 = 96 sq. feet (Room D Subtotal)
1 table @ 4' x 4' = 16 sq ft x 1 = 16 sq. feet (Room D Subtotal)

490 sq ft total cultivation under canopy



Alaska Marijuana Control Board

Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

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

4.2. The proposed area(s) for cultivation are clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.

JB

Answer "Yes" or "No" to the following question:

Yes No

4.3. Will the marijuana cultivation facility include outdoor production?

If "Yes", describe the outdoor structure(s) or the expanse of open or clear ground and how it is fully-enclosed by a physical barrier:

n/a

4.4. Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility, whether indoors or outdoors, cannot be observed by the public from outside the facility:

This is a completely indoor cultivation facility. All marijuana is blocked from public viewing. Any/and all windows will be obscured and secured. No marijuana will be viewable by the public at all.

4.5. Describe the marijuana cultivation facility's growing medium(s) to be used:

rock wool

4.6. Provide the complete product name and EPA registration # (if applicable) for each of the cultivation facility's pesticides and pest control products to be used. All proposed products must be on DEC's list of approved pesticides in the state of Alaska:

May choose from and use any/all DEC and EPA approved products (see current list- attached) as efficacy, availability, and cost-benefit are assessed. Before ordering product we will verify the current approved product list at <https://dec.alaska.gov/commish/cannabis/> and obtain the accompanying material safety sheet before it is used. Specific use of individual products will be documented within METRC and/or internal logs, as appropriate, and will be disclosed and tested for in compliance with AMCO policy. MSDS/MSS sheets will be made available to all employees at all times, all employees will be trained in their location and use.

4.7. Describe all other fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used at the marijuana cultivation facility:

May use: Ph Up and Ph Down from General Hydroponics, or similar;
4 part nutrient solution by general hydroponics;
Clonex Clone Solution; Clonex Rooting Gel or similar
"Organic Insecticidal Soap"
Melaleuca/ EcoSense Sol-U-Guard Botanical Disinfectant EPA# 66251-2; H2O2; bleach water solution for cleaning;

No CO2 to be used



4.8. Describe the marijuana cultivation facility's irrigation and waste water systems to be used:

Plants will be hand watered and/or watered via a top feed recycling system. Any overflow will be caught in catchment trays and recycled in a closed loop irrigation a system; RO (reverse osmosis) water will be delivered as needed and held in a holding tank. All waste water will have its own holding tank and pumped out by waste company as needed

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740.

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

5.1. The marijuana cultivation facility 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.

JB

5.2. Describe how you will store, manage, and dispose of any solid or liquid marijuana waste, including wastewater generated during marijuana cultivation, 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:

Solids:

When clones fail to thrive, the entire clone will be weighed and logged, then placed into marijuana waste collection container. When a plant fails to thrive, the entire wet weight of the plant will be logged, then placed into marijuana waste collection container. When waste is generated through the normal shedding of leaves and pruning of plants, the wet weight will be recorded by room or plant, as appropriate, within METRC, as well as being added to our waste log before being placed into the secure marijuana waste collection container. Waste generated in the manicure process will be adjusted within the appropriate harvest batch or package within METRC, as well as on our internal tracking logs (Harvest Batch Log and or Package Log) in addition to being recorded on our waste log as it enters the marijuana waste collection container. Prior to actually rendering the marijuana (further) unusable, we will notify AMCO in writing of our intent to destroy and dispose of our marijuana waste, no less than 72 hours prior to doing so. No less than 72 hours after AMCO has been given notice, marijuana waste will be ground and mixed with organic material to produce a final waste product that is no more than 50% marijuana. We will mix with household waste products to include but not limited to food, paper, grass clippings, leaves, etc. Once the marijuana is reconciled to be unusable for any and all intended purposes, we will further dispose of the product via incineration, compost, or personal transport to the nearest landfill. Upon final disposal, we will record the date and destination of final disposal, in accordance with 3 AAC 306.740(c).

Liquids:

No wastewater is expected to be generated through the normal course of cultivation. Cleaning will be done with Eco-friendly cleansers, as described in 4.7 above. Waste water generated in the course of cleaning may be recycled or disposed of via our septic system.



Section 6 – Odor Control

Review the requirements under 3 AAC 306.430.

Answer "Yes" or "No" to the following question:

Yes No

6.1. Have you received an exemption from your local government for the odor control requirement set forth in 3 AAC 306.430(c)(2)?

If "Yes", you must be able to certify the statement below. Read the following and then sign your initials in the box:

Initials

I am attaching to this form documentation of my odor control exemption from the local government.

JB

If "No" to question 6.1., describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

Canister style, activated carbon filters will be utilized in conjunction with ducted fans within the proposed cultivation facility to prevent any marijuana odor from being detected by the public. This will keep all smell/odor from being detected outside of the premises. Ozone generator may also be used if determined to be necessary.

Section 7 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465.

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 and agree that the board or director will, from time to time, require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks.

JB

7.2. I will ensure that any individual responsible for collecting random, homogenous samples for required laboratory testing under 3 AAC 306.455 will prepare the necessary accompanying signed statement, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record under 3 AAC 306.755.

JB

7.3. Describe the testing procedures and protocols the marijuana cultivation facility will follow:

Upon notification that the board or the director require samples for random compliance checks of the proposed facility, a licensee or an authorized agent of the proposed facility will notify an independent testing laboratory (of the states' choice if applicable) to send a representative to collect the required samples. This way, a chain of custody is established, and the possibility of unintentional contamination due to improper sample collection practices is minimized. All marijuana product batches will be tested for a battery of state required impurities and/or contaminants by a state licensed lab in accordance with 3 AAC 306.455. The facility will collect random samples from homogeneous batches of individual strains of bud or flower in the amount required by the selected testing facility. The marijuana will be segregated and quarantined in up to five (5) pound lots and kept there until the testing has been completed and the marijuana has cleared and passed the lab.



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

Section 8 – Packaging and Labeling

Review the requirements under 3 AAC 306.470 and 3 AAC 306.475.

Answer "Yes" or "No" to the following question:

Yes No

8.1. Will the marijuana cultivation facility be packaging marijuana for a retail marijuana store to sell to a consumer without repackaging?

If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

After marijuana has been harvested and processed, a sample will be taken from each batch and sent for testing. While results are pending, the batch will be "quarantined" until it has passed lab testing. Marijuana will be packaged in a variety of ways, including prepackaged from .5g joints up through 5lb bulk packages. Prepackaged Batches of flower in 1.0 gram packs may be produced as well as 1/8 oz, 1/4oz, 1/2 oz and up to 1 ounce packages. All labeling on all packaging will meet the standards as required for cultivators. In accordance with 3 AAC 306.470, when we package the marijuana, we will either place in a package of 1 ounce or less, in approved packaging for the retail store to sell individually. In accordance with 3 AAC 306.475, the packaging shall have these 5 statements to be on the packaging: See attached label. Response Cont'd. p. 7.

Answer "Yes" or "No" to the following question:

Yes No

8.2. Will the marijuana cultivation facility be packaging marijuana in wholesale packages?

If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

After marijuana has been harvested and processed, a sample will be taken from each batch and sent for testing. While results are pending, the batch will be quarantined and maintained in the dry room until passing testing and cleared by the testing facility. Marijuana will be packaged in up to five pound wholesale packages for retail marijuana stores. All labeling on all packaging will meet the standards as required for cultivators. All marijuana slated to leave the facility will be placed into a durable, tamper-evident METRC packaging inside of a durable, tamper evident, locked transport container prior to transport. The shipment will be accompanied by the appropriate manifest, labs, and disclosures and will be verified by the licensee or designated agent before the shipment is permitted to leave. In accordance with 3 AAC 306.470, when we package the marijuana in up to five pound lots consisting of a single strain or a mixture of strains as identified on the label in accordance with 3 AAC 306.475, the packaging shall have these 5 statements to be on the packaging: (see attached)

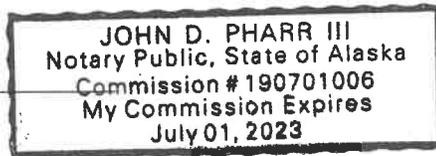
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and AS 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

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

Signature of licensee

Justin Benson

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 7/1/23

Subscribed and sworn to before me this 25th day of June, 2020



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

(Additional Space as Needed):

2.1 Continued Response: Marijuana may be packaged for wholesale in a variety of ways- including bulk packages of up to 5 lbs and prepackaged marijuana in 1.0g, 3.5g, 7.0g, 14.0g, and 28.0g increments. Marijuana may be packaged in pre-rolled joints, containing .5g-1.25g of flower or trim, as well. All labeling on all packaging will meet the standards required of cultivators. All marijuana slated to leave the facility will be placed into durable, sealed, and tamper evident packaging; will be accompanied by the METRC package tag associated with each package, and will have a label affixed which complies with 3 AAC 306.470. Each package tag will be verified to the manifest prior to the manifest prior to leaving the facility. In accordance with 3 AAC 306.470, when we package the marijuana for retail we will pre-package in quantities of one ounce or less, in approved packaging and with compliant labeling for the retail store to sell individually.

In accordance with 3 AAC 306.475, pre-packaged packaging shall and will have lab test results, date of lab test, facility of lab test, name of harvest batch or METRC package#, our license number, strain name and these 5 statements on the packaging:

- (1) "Marijuana has intoxicating effects and may be habit forming and addictive.";
- (2) "Marijuana impairs concentration, coordination, and judgment, Do not operate a vehicle or machinery under its influence.";
- (3) "There are health risks associated with consumption of marijuana.";
- (4) "For use only by adults twenty-one and older. Keep out of the reach of children.";
- (5) "Marijuana should not be used by women who are pregnant or breast feeding."

8.1 Continued Response: Also see attached sample label.

- (1) "Marijuana has intoxicating effects and may be habit forming and addictive.";
- (2) "Marijuana impairs concentration, coordination, and judgment, Do not operate a vehicle or machinery under its influence.";
- (3) "There are health risks associated with consumption of marijuana.";
- (4) "For use only by adults twenty-one and older. Keep out of the reach of children.";
- (5) "Marijuana should not be used by women who are pregnant or breast feeding."

Marijuana will be placed in a sealed, tamper-evident shipping container with a label affixed to the shipping container which is compliant with 3 AAC 306.470, will be accompanied at all times by a manifest produced through METRC, until it is received by the retailer or manufacturer.

When packaging marijuana for sale to a retail store to sell to a consumer without repackaging, the packaging will not have any printed images, including cartoons, which would be enticing to or specifically targeting persons under 21 years of age. In addition the packaging will protect the product from contamination and may not and will not impart any toxic or damaging substance to the marijuana.

8.2 Continued Response:

Bulk marijuana products will be packaged for transfer and transport to another licensed marijuana facility in wholesale packages not to exceed five pounds, The product will have its METRC package tag attached and be accompanied by lab results as well as the manifest produced within METRC. Marijuana will be placed in a sealed, tamper-evident shipping container with a label affixed to the shipping container which is compliant with 3 AAC 306.470, will be accompanied at all times by a manifest produced through METRC, until it is received by the retailer or manufacturer. See also attached sample label.

RESPONSE TO QUESTION 8.1: SAMPLE LABEL

SAMPLE LABEL #1

(1) "Marijuana has intoxicating effects and may be habit forming and addictive."

(2) "Marijuana impairs concentration, coordination, and judgment.

Do not operate a vehicle or machinery under its influence."

(3) "There are health risks associated with consumption of marijuana."

(4) "For use only by adults twenty-one and older. Keep out of the reach of children."

(5) "Marijuana should not be used by women who are pregnant or breast feeding."

Retailer: Some Bud Shop, LLC

Retailer License No. 12316

BARCODE: ■■■■■■■■■■

Cultivator: The Hangar AK

Cultivator License No. 25707

OG KUSH BUD 1.0 Grams

Harvest Batch No. 1A34fgh123

Net. Wt: 1.0 GR (0.03527396 OZ)

TEST: THCA: 18.48%, THC 16.6%, CBD: .06%

The Hangar AK

AMCO LICENSE # 25707

BATCH # HB.1.AK-47.11.1.19

MARIJUANA NET WEIGHT: 227 grams
Harvest Date: 11/1/2019

WHOLESALE DISCLOSURE
METRC PKG# _____

MARIJUANA INFORMATION

STRAIN NAME: AK-47

STRAIN TYPE: Sativa dominant hybrid

TEST LAB: CannTest License
#10009 TEST DATE: 11/27/2019

TEST RESULTS:

- TOTAL THC: 22.07% (3 month range: 18.53% - 22.29%)
- TOTAL THCA: 24.82% (3 month range: 21.55% - 25.09%)
- TOTAL CBD: .06% (3 month range: .05% - .06%)
- TOTAL CBDA: .06% (3 month range: .05% - .07%)
- TOTAL CANNABINOID: 26.97% (3 month range: 22.22% - 26.97%)

MICROBIAL TESTING

- E-Coli (STEC) Bacteria: Pass
- Salmonella: Pass
- Aspergillus: Pass
- E-Coli (STEC): Pass

Not Tested: Herbicides, Pesticides, Fungicides, Harmful Chemicals

NUTRIENTS USED IN CULTIVATION

- Cultured Solutions Veg A
- Cultured Solutions Veg B
- Cultured Solutions UC Roots
- Cultured Solutions Bud Booster Early
- Cultured Solutions Bud Booster Mid
- Cultured Solutions Bud Booster Late
- RX Green Solutions Axiom
- Advanced Nutrients Sensi Cal-Mag
- Advanced Nutrients B-52
- Advanced Nutrients Voodoo Juice
- Botanicare Hydro Guard
- EZ Clone Clear Rez
- DynaGro Pro Tekt
- Clonex Rooting Gel
- Blue Lab pH Down
- Blue Lab pH Up
- Compost Tea

PEST PROTECTANTS USED IN CULTIVATION

- Central Coast Garden Products Green Cleaner
- General Hydroponics AzaMax
- General Hydroponics AzaPro

WARNING Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or heavy machinery under it's influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.

LIST OF PESTICIDES THAT MEET ALASKA CRITERIA FOR USE ON MARIJUANA

(additional products not listed may meet criteria)

Product Name	EPA Registration Number	Controls						WPS required
		Fungus	Mites	Insects	Worms	Slugs	Growth Regulator	
1600 X-CLUDE FORMULA 2	499-539			x				
70% NEEM OIL	70051-2-54705	x		x				
ACTINO-IRON BIOLOGICAL FUNGICIDE 0-0-0	73314-2	x						
ACTINOVATE AG BIOLOGICAL FUNGICIDE	73314-1	x						x
AGRI-FOS SYSTEMIC FUNGICIDE	71962-1-54705	x						
AGRI-FOS SYSTEMIC FUNGICIDE PLUS	71962-2	X						x
ALUDE FUNGICIDE	55146-83	x						x
AXIOM PLANT GROWTH STIMULATOR	71771-3-89112						x	
AZAGUARD	70299-17			x	x			x
AZAMAX	71908-1-81268		X	X			X	X
AZASOL	81899-4-74578			x				x
AZERA GARDENING	1021-1872			x				x
AZERA INSECTICIDE	1021-1872			x				x
BAYER ADVANCED NATRIA DISEASE CONTROL READY TO SPRAY	264-1161-72155	x						
BAYER ADVANCED NATRIA DISEASE CONTROL READY TO USE	264-1154-72155	x						
BAYER ADVANCED NATRIA DISEASE CONTROL RTU	695592-16-7215	x						
BAYER ADVANCED NATRIA INSECT DISEASE & MITE CONTROL R-T- SPRAY	67702-17-72155	x		x				
BAYER ADVANCED NATRIA INSECTICIDAL SOAP RTU	67702-21-72155			x				
BAYER ADVANCED NATRIA NEEM OIL CONCENTRATE	70051-2-72155	x	x	x				
BIOBIT HP BIOLOGICAL INSECTICIDE WETTABLE POWDER	73049-54			x				x
BONIDE ALL SEASONS HORTICULTURAL AND DORMANT SPRAY OIL CONCENTRATE	4-80			x				
BONIDE BONTONE II ROOTING POWDER	4-489						x	
BONIDE CITRUS FRUIT & NUT ORCHARD SPRAY CONC.	67702-17-4	x		x				
BONIDE CITRUS FRUIT & NUT ORCHARD SPRAY R-T-SPRAY	67702-17-4	x		x				

LIST OF PESTICIDES THAT MEET ALASKA CRITERIA FOR USE ON MARIJUANA

(additional products not listed may meet criteria)

Product Name	EPA Registration Number	Controls						WPS required
		Fungus	Mites	Insects	Worms	Slugs	Growth Regulator	
BONIDE DIATOMACEOUS EARTH CRAWLING INSECT KILLER	73729-1-4			x				
BONIDE INSECTICIDAL SOAP MULTI-PURPOSE INSECT CONTROL R-T-U	67702-13-4			x				
BONIDE LIQUID COPPER FUNGICIDE READY TO USE	67702-1-4	x						
BONIDE MITE X RTU	exempt-25(b)		x					
BONIDE NEEM OIL CONCENTRATE	70051-2-4	x	x	x				
BONIDE NEEM OIL RTU	70051-13-4	x	x	x				
BONIDE ROSE RX 3 IN 1 RTU	70051-13-4	x	x	x				
BONIDE SLUG MAGIC	67702-3-4					x		
BOTANIGARD ES	82074-1			x				x
BUSHDOCTOR FORCE OF NATURE FUNGICIDE	exempt-25(b)	x						
BUSHDOCTOR FORCE OF NATURE INSECTICIDE	1021-1801-71996			x				
BUSHDOCTOR FORCE OF NATURE MITICIDE	exempt-25(b)		x					
CEASE	264-1155-68539	x						x
CLONEX ROOTING GEL	79664-1						x	
CORRY'S SLUG & SNAIL KILLER	67702-33-8119					x		
DESECT DIATOMACEOUS EARTH INSECTICIDE	7655-1			x				
DR. EARTH FINAL STOP DISEASE CONTROL FUNGICIDE	exempt-25(b)	x						
DR. EARTH FINAL STOP SNAIL & SLUG KILLER SPRAY	exempt-25(b)					x		
DR. EARTH FINAL STOP VEGETABLE GARDEN INSECT KILLER	exempt-25(b)			x				
DR. EARTH FINAL STOP YARD & GARDEN INSECT KILLER	exempt-25(b)		x	x				
EARTH-TONE 3N1 DISEASE CONTROL	67702-15-83598	x	x	x				
EARTH-TONE INSECTICIDAL SOAP	67702-21-83598		x	x				
ECOLOGIC GARDEN INSECT KILLER CONC	exempt-25(b)			x				
ECOLOGIC GARDEN INSECT KILLER RTU	exempt-25(b)			x				
ECOLOGIC HOUSEPLANT & GARDEN INSECT KILLER	exempt-25(b)			x				
ECO-MITE PLUS BOTANICAL INSECTICIDE MITICIDE CONCENTRATE	exempt-25(b)			x				

LIST OF PESTICIDES THAT MEET ALASKA CRITERIA FOR USE ON MARIJUANA

(additional products not listed may meet criteria)

Product Name	EPA Registration Number	Controls						WPS required
		Fungus	Mites	Insects	Worms	Slugs	Growth Regulator	
ECO-MITE PLUS BOTANICAL INSECTICIDE MITICIDE RTU	exempt-25(b)			x				
ECO-PM BOTANICAL FUNGICIDE CONCENTRATE	exempt-25(b)	x						
ECO-PM READY TO USE BOTANICAL FUNGICIDE	exempt-25(b)	x						
ECOZIN PLUS 1.2% ME	5481-559			x	x			x
ELIMINATOR SNAIL & SLUG KILLER	67702-32-59144					x		
EVERGREEN CROP PROTECTION EC 60-6	1021-1770			x				x
EVERGREEN PRO 60-6	1021-1770			x				x
FOSPHITE FUNGICIDE	68573-2		x					x
GARDEN SAFE BRAND GARDEN INSECT FOGGER	9688-319-8845			x				
GARDEN SAFE INSECTICIDAL SOAP INSECT KILLER	67702-13-39609			x				
GARDEN SAFE NEEM OIL EXTRACT CONC	70051-2-39609	x	x	x				
GARDEN SAFE TAKEROOT ROOTING HORMONE	59807-4-39609						x	
GARDENTECH ROOTBOOST ROOTING HORMONE	59807-4-71004						x	
GNATROL WDG BIOLOGICAL LARVICIDE	73049-56			x				x
GOGNATS LIQUID CONCENTRATE	exempt-25(b)			x				
GOLDEN PEST SPRAY OIL	57538-11			x				x
GRANDEVO PTO	84059-17			x				x
GRANDEVO PTO	84059-17-87865			x				x
GRANDEVO WDG	84059-27		x	x	x			x
GRANDEVO CG	84059-27		x	x	x			x
GREENCURE	70870-1	x						x
GREENCURE EZ	70870-3	x						
HORMEX ROOTING POWDER NO. 1	8281-6						x	
HORMEX ROOTING POWDER NO. 3	8281-3						x	
HORMEX ROOTING POWDER NO. 8	8281-1						x	
HORMODIN 1	59807-4						x	x
KALIGREEN	11581-2	x						x
LOST COAST PLANT THERAPY	exempt-25(b)	X	X	X				
LYNX EC 1.4	82074-6			x				x
LYNX EC 5.0	82074-7			x				x
MILSTOP BROAD SPECTRUM FOLIAR FUNGICIDE	70870-1-68539	x						x

LIST OF PESTICIDES THAT MEET ALASKA CRITERIA FOR USE ON MARIJUANA

(additional products not listed may meet criteria)

Product Name	EPA Registration Number	Controls						WPS required
		Fungus	Mites	Insects	Worms	Slugs	Growth Regulator	
MIRACLE-GRO NATURE'S CARE GARDEN DISEASE CONTROL	67702-1-62355	x						
MIRACLE-GRO NATURE'S CARE INSECTICIDAL SOAP	67702-21-62355			x				
MONTEREY B.t. RTU /ORGANIC GARDENING	70051-113-54705			x				
MONTEREY HORTICULTURAL OIL	48813-1-54705	x		x				
MONTEREY NEEM OIL - RTU/ORGANIC GARDENING	70051-13-54705	x		x				
MONTEREY TAKE DOWN GARDEN SPRAY	67702-5-54705			x				
MONTEREY TAKE DOWN GARDEN SPRAY-RTU	67702-6-54705			x				
NATURE-CIDE ALL PURPOSE INSECTICIDE	exempt-25(b)			x				
NIMBIOSYS NEEM OIL	84181-2			x	x			
NUKE EM	exempt-25(b)	x						
ORGANOCIDE 3-IN-1 GARDEN SPRAY CONCENTRATE	exempt-25(b)	x	x	x				
ORGANOCIDE 3-IN-1 GARDEN SPRAY READY TO SPRAY	exempt-25(b)	x	x	x				
ORGANOCIDE PLANT DOCTOR	71962-1-70179	x						
ORNAZIN 3% EC BOTANICAL INSECTICIDE	5481-476-67690			x				x
ORTHO ELEMENTALS GARDEN DISEASE CONTROL	67702-1-239	x						
ORTHO ELEMENTALS GARDEN INSECT KILLER	67702-6-239			x				
ORTHO ELEMENTALS INSECTICIDAL SOAP	67702-21-239			x				
ORTHO ELEMENTALS SLUG & SNAIL KILLER	67702-3-239						x	
ORTHO TREE & SHRUB FRUIT TREE SPRAY CONC	70051-75-239	x		x				
OXIDATE 2.0	70299-12	x						x
PHOSTROL AGRICULTURAL FUNGICIDE	55146-83	x						x
PRO-MIX BIOFUNGICIDE + MYCORRHIZAE	74267-4	x					x	x
PRO-MIX BRK BIOFUNGICIDE + MYCORRHIZAE	74267-4	x					x	x
PRO-MIX BRK20 BIOFUNGICIDE + MYCORRHIZAE	74267-4	x					x	x
PRO-MIX BX BIOFUNGICIDE + MYCORRHIZAE	74267-4	x					x	x
PRO-MIX BX WITH BIOFUNGICIDE	74267-1	x					x	x
PRO-MIX HP BIOFUNGICIDE + MYCORRHIZAE	74267-4	x					x	x
PRO-MIX WITH BIOFUNGICIDE	74267-1	x					x	x
PYGANIC CROP PROTECTION EC 1.4 II	1021-1771			x				x
PYGANIC CROP PROTECTION EC 5.0 II	1021-1772			x				x

LIST OF PESTICIDES THAT MEET ALASKA CRITERIA FOR USE ON MARIJUANA

(additional products not listed may meet criteria)

Product Name	EPA Registration Number	Controls						WPS required
		Fungus	Mites	Insects	Worms	Slugs	Growth Regulator	
PYGANIC SPECIALTY	1021-1772			x				x
PYRETHRUM TR TOTAL RELEASE INSECTICIDE	499-479			x				x
PYRONYL CROP SPRAY	89459-26			x				x
REGALIA BIOFUNGICIDE	84059-3	x					x	x
REGALIA CG	84059-3	x					x	x
REGALIA PTO BIOFUNGICIDE	84059-3-87865	x					x	x
ROOTSHIELD GRANULES	68539-3	x						x
SAFER BIONEEM MULTI-PURPOSE INSECTICIDE & REPELLENT CONC	70051-6-42697			x				
SAFER BRAND INSECT KILLING SOAP CONCENTRATE II	42697-60		x	x				
SAFER BRAND INSECT KILLING SOAP WITH SEAWEED EXTRACT II	42697-59			x				
SAFER GARDEN FUNGICIDE CONC FOR FLOWERS, FRUITS & VEGETABLES	42697-37	x						
SAFER PYRETHRIN & INSECTICIDAL SOAP CONCENTRATE II	59913-9			x				
SAFER TOMATO & VEGETABLE INSECT KILLER II	59913-10			x				
SAFER YARD & GARDEN INSECT KILLER II	59913-10			x				
SAFERGRO MILDEW CURE	exempt-25(b)	x						
SERENADE ASO	264-1152	x						x
SERENADE GARDEN DISEASE CONTROL CONCENTRATE	264-1152	x						x
SERENADE GARDEN DISEASE CONTROL READY TO SPRAY	264-1152	x						x
SERENADE GARDEN DISEASE CONTROL READY TO USE	264-1154	x						x
SERENADE MAX	264-1151	x						x
SERENADE OPTI	264-1160	x						x
SMITE	exempt-25(b)		x					
SNS 217 RTU SPIDER MITE CONTROL	exempt-25(b)		x					
SUBTILEX NG BIOLOGICAL FUNGICIDE	71840-8	x						x

LIST OF PESTICIDES THAT MEET ALASKA CRITERIA FOR USE ON MARIJUANA

(additional products not listed may meet criteria)

Product Name	EPA Registration Number	Controls						WPS required
		Fungus	Mites	Insects	Worms	Slugs	Growth Regulator	
SUNSPRAY ULTRA-FINE SPRAY OIL	86330-11	x		x				x
TERSUS INSECTICIDE	1021-2616			x				x
TRIACT 70	70051-2-59807							x
TRIATHLON BA	70051-107-5980	x						x
VENERATE XC BIOINSECTICIDE	84059-14		x	x	x			x
VENERATE CG	84059-14		x	x	x			x
WHITNEY FARMS 3-IN-1 ROSE & FLOWER CARE 1	67702-15-91161	x	x	x				
WHITNEY FARMS INSECTICIDAL SOAP	67702-21-73327			x				
WHITNEY FARMS SLUG & SNAIL KILLER 1	67702-3-91161					x		
XPECTRO OD	82074-5			x				x
YEAR ROUND SPRAY OIL	6218-71			x				x
ZEROTOL 2.0	70299-12	x						x
ZONIX BIOFUNGICIDE	72431-1	x						x



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:	Lake Landing Investments, LLC	License Number:	25707
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	The Hangar AK		
Premises Address:	1540 N. SHORELINE DRIVE		
City:	WASILLA	State:	Alaska
		ZIP:	99654

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: 6-6-2020 End Date: 6-24-2020

Other conspicuous location: Palmer-Wasilla Hwy 3 Bears Bulletin Board

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

Signature of licensee
Justin Benson
 Printed name of licensee

JOHN D. PHARR III
 Notary Public, State of Alaska
 Commission # 190701006
 My Commission Expires
 July 01, 2023

Notary Public in and for the State of Alaska
 My commission expires: 7/1/23

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



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-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:	Lake Landing Investments, LLC	License Number:	25707		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	The Hangar AK				
Premises Address:	1540 N. SHORELINE DRIVE				
City:	WASILLA	State:	AK	ZIP:	99654

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): Matanuska-Susitna Borough Date Submitted: 6/25/2020
 Name/Title of LG Official 1: Alex Strawn/dev. svcs. mgr Name/Title of LG Official 2: Kim Sollien, planning mgr.
 Community Council: South Lakes Community Council Date Submitted: 6/25/2020
 (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

Justin Benson

Printed name of licensee

JOHN D. PHARR III
 Notary Public, State of Alaska
 Commission # 190701006
 My Commission Expires
 July 01, 2023

Notary Public in and for the State of Alaska

My commission expires: 7/1/23

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

Frontiersman

Growing with the Valley since 1947.

5751 E. MAYFLOWER CT.
Wasilla, AK 99654

(907) 352-2250 ph
(907) 352-2277 fax

AFFIDAVIT OF PUBLICATION

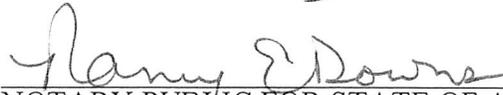
UNITED STATES OF AMERICA, STATE OF ALASKA, THIRD DIVISION
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, THIS DAY
PERSONALLY APPEARED BEFORE **BENJAMIN BORG** WHO, BEING
FIRST DULY SWORN, ACCORDING TO LAW, SAYS THAT HE IS THE
LEGAL AD CLERK OF THE **FRONTIERSMAN**
PUBLISHED AT WASILLA AND CIRCULATED THROUGH OUT MATANUSKA
SUSITNA BOROUGH, 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:

06/10/2020 06/17/2020 06/24/2020

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



SUBSCRIBED AND SWORN TO BEFORE ME
THIS 24th DAY OF June, 2020.



NOTARY PUBLIC FOR STATE OF ALASKA

NOTARY PUBLIC NANCY E DOWNS STATE OF ALASKA MY COMMISSION EXPIRES AUG. 25, 2023
--

JUSTIN BENSON
FR#7265 LIMITED MARIJUANA
ACCOUNT NUMBER 535592

**Limited Marijuana
Cultivation Facility
License**

Lake Landing Investments, LLC is applying under 3 AAC 306.400(a)(2) for a new Limited Marijuana Cultivation Facility license, license #25707, doing business as The Hangar AK, located at 1540 N. SHORELINE DRIVE, WASILLA, AK, 99654, 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. FR#7265 Publish Dates June 10, 17, 24, 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:	Lake Landing Investments, LLC	License Number:	25707		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	The Hangar AK				
Premises Address:	1540 N. SHORELINE DRIVE				
City:	WASILLA	State:	AK	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Justin Benson				
Title:	member/manager				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



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.

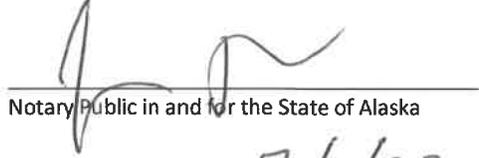
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change,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

JOHN D. PHARR III
Notary Public, State of Alaska
Commission # 190701006
My Commission Expires
July 01, 2023



Notary Public in and for the State of Alaska

Justin Benson

Printed name of licensee

My commission expires: 7/1/23

Subscribed and sworn to before me this 25th day of June, 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:	Lake Landing Investments, LLC	License Number:	25707		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	The Hangar AK				
Premises Address:	1540 N. SHORELINE DRIVE				
City:	WASILLA	State:	AK	ZIP:	99654

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Athena Rotzler				
Title:	member/manager				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



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

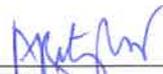
Section 3 – Certifications

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.

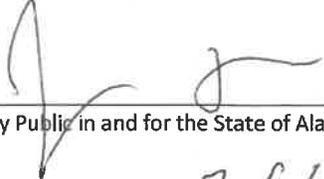
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change,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

JOHN D. PHARR III
Notary Public, State of Alaska
Commission # 190701006
My Commission Expires
July 01, 2023



Notary Public in and for the State of Alaska

Athena Rotzler

Printed name of licensee

My commission expires: 7/1/23

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

1st Revised REAL ESTATE LEASE- 10-8-2020 revision
modifications underlined in bold italics and consented to by change in writing here:

This Lease Agreement (this "Lease") is dated May 15, 2020, by and between Lynn or Richard Gattis ("Landlord"), and **Lake Landing Investments, LLC** dba The Hangar AK ("Tenant"). The Change 1: tenant name parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 1540 N. Shoreline Drive, Wasilla, Ak a metal building with large end door, 2 man doors and large overhead vehicle door (the "Premises") located at 1540 N. Shoreline Drive, Wasilla, AK 99654.

LAG
(Landlord Initials)

TERM. The lease term will begin on May 15, 2020 and will terminate on May 31, 2022

JB
(tenant initials)

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$3,000.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 1650 N. Shoreline Drive, Wasilla, AK 99654, which address may be changed from time to time by the Landlord.

10-8-2020
(effective date)

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$3,000.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. Tenant to pay "last months" rent in the amount of \$3,000. For the month of May 2022

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

USE OF PREMISES. Tenant may use the Premises only for Cannabis operation - legal with the state of Alaska. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. **Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.**

FURNISHINGS. The lease of the Premises includes the furnishings listed on the attached exhibit. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

PARKING. Tenant shall be entitled to use 8 parking space(s) for the parking of the Tenant's customers'/guests' motor vehicle(s).

Checked? Agent = CLARK CRIPS

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than \$3,000,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total

aggregate sum of at least \$3,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- all other items of maintenance not specifically delegated to Tenant under this Lease.

Tenant's obligations for maintenance shall include:

- the parking lot, driveways, and sidewalks, including snow and ice removal

UTILITIES AND SERVICES.

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- water and sewer

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- electricity
- gas
- heating
- garbage and trash disposal
- janitorial services
- telephone service
- snow plowing/shoveling

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

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

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

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

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

cumulative in nature and are in addition to any other rights afforded by law.

In the event of default by tenant, landlord will not remove or take possession of any marijuana products

In the event of default by tenant, landlord will notify AMCO at an address provided by tenant

LATE PAYMENTS. For each payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of ~~\$0.00~~ ^{50.00} per day, beginning with the day after the due date.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$100.00 for each check that is returned to Landlord for lack of sufficient funds.

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

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

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

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

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

LANDLORD:

Lynn or Richard Gattis
1650 N. Shoreline Drive
Wasilla, Alaska 99654 ph# 907-841-4347 email LynnGattis@gmail.com

TENANT:

Lake Landing Investments, LLC dba The Hangar AK
Justin Benson, member/manager
10935 Cange Street
Anchorage, Ak 99516 ph# 907-575-8521 email Justin.Benson121@yahoo.com

Change 2: tenant name

LSG
(Landlord Initials)

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

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

JB
(tenant initials)

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

10-8-2020
(effective date)

Purchase of Lot 7 with a price of \$995.00 and Purchase of Lot 8 with a price of \$195.00
Tenant will be given "first rights of refusal" for the above-mentioned lots in Island Park Estates
This will mean, if another purchaser steps forward, Landlord will advise tenant of the situation in which tenant will have the option to purchase.

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

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

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

LANDLORD:

Change 3: tenant name

Lynn P Gattis
Lynn or Richard Gattis Date: May 15, 2020

LSG
(Landlord Initials)

TENANT:
Justin Benson, member/manager Lake Landing Investments, LLC dba The Hangar AK

By: Justin Benson Date: May 15, 2020

JB
(tenant initials)

10-8-2020
(effective date)

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	Lake Landing Investments, LLC

Entity Type: Limited Liability Company

Entity #: 10134482

Status: Good Standing

AK Formed Date: 6/5/2020

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: PO BOX 141463, ANCHORAGE, AK 99514

Entity Physical Address: 1540 N. SHORELINE DRIVE, WASILLA, AK 99654

Registered Agent

Agent Name: Lance Wells

Registered Mailing Address: 733 WEST 4TH AVE , SUITE 308, ANCHORAGE, AK 99501

Registered Physical Address: 733 WEST 4TH AVE , SUITE 308, ANCHORAGE, AK 99501

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Athena Rotzler	Manager, Member	40.00
	Justin Benson	Manager, Member	60.00

Filed Documents

Date Filed	Type	Filing	Certificate
6/05/2020	Creation Filing	Click to View	Click to View
6/05/2020	Initial Report	Click to View	

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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

Domestic Limited Liability Company
Initial Biennial Report

Entity Name: Lake Landing Investments, LLC
Entity Number: 10134482
Home Country: UNITED STATES
Home State/Prov.: ALASKA
Physical Address: 1540 N. SHORELINE DRIVE, WASILLA,
AK 99654
Mailing Address: PO BOX 141463, ANCHORAGE, AK 99514

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

Name: Lance Wells
Physical Address: 733 WEST 4TH AVE , SUITE 308,
ANCHORAGE, AK 99501
Mailing Address: 733 WEST 4TH AVE , SUITE 308,
ANCHORAGE, AK 99501

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

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

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Justin Benson	PO BOX 141463, Anchorage, AK 99514	60	X	X
Athena Rotzler	2440 E. Tudor Rd #913, Anchorage, AK 99507	40	X	X

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

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: Jessika Smith



THE STATE of ALASKA

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

AK Entity #: 10134482
Date Filed: 06/05/2020
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization
Domestic Limited Liability Company

Web-6/5/2020 12:19:58 PM

1 - Entity Name

Legal Name: Lake Landing Investments, LLC

2 - Purpose

Any Lawful Purpose

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Lance Wells

Mailing Address: 733 West 4th Ave , Suite 308, Anchorage, AK 99501

Physical Address: 733 West 4th Ave , Suite 308, Anchorage, AK 99501

5 - Entity Addresses

Mailing Address: PO BOX 141463, Anchorage, AK 99514

Physical Address: 1540 N. Shoreline Drive, Wasilla, AK 99654

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Table with 4 columns: Name, Address, % Owned, Titles. Row 1: Jessika Smith, [blank], [blank], Organizer

Name of person completing this online application

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

Name: Jessika Smith

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

Lake Landing Investments, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **June 5, 2020**.

A handwritten signature in cursive script that reads "Julie Anderson".

Julie Anderson
Commissioner

Lake Landing Investments, LLC.
LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Operating Agreement (the "Agreement") is made and entered into on the 26th day of June, 2020, by and among parties listed in SCHEDULE I, which is attached hereto and incorporated herein by reference, with reference to the recitals set forth below.

RECITALS

the 5th day of June, 2020, Lake Landing Investments, LLC was formed as a limited liability company (hereinafter-called the "LLC") pursuant to the provisions of the Alaska Revised Limited Liability Company Act as set forth in AS 10.50 et seq. of Corporations and Associations Code of the State of Alaska (the "Statute").

Any and all prior operating agreements for Lake Landing Investments, LLC, whether written or oral are null and void. In consideration of the covenants and the promises made herein, the parties hereto hereby agree as follows:

I. DEFINITIONS

For purposes of this agreement, the terms set forth below are defined as follows:

- 1.1. **AFFILIATE**. "Affiliate" means, when used with reference to a specified Person, the Principal of the Person, any Person directly or indirectly controlling, controlled by or under common control with such Person, any Person owning or controlling 10% or more of the outstanding voting interests of such Person, and any sibling(s), child (ren), parent(s) or spouse of such Person.
- 1.2. **AGREEMENT**. "Agreement" means this Limited Liability Company Operating Agreement, as originally executed and as amended from time to time, as the context requires. Words such as "herein", "hereinafter", "hereto", "hereby" and hereunder", when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.
- 1.3. **ARTICLES OF ORGANIZATION**. "Articles of Organization" means the articles of organization filed with the Alaska Commissioner for the purpose of forming the LLC, and any permitted amendments thereto.
- 1.4. **AVAILABLE CASH FLOW**. "Available Cash Flow" or "Cash Flow" means, with respect to any Fiscal Year or other period, the sum of all cash receipts of the LLC from any and all sources, less all cash disbursements, including without limitation, operating expenses, taxes and insurances, principal and interest payments on loans or loan repayments, tenant improvements, adjusted for any increases or decreases to reasonable allowances for Reserves, contingencies and anticipated obligations. All determinations with respect to the availability of Cash Flow for distribution shall be made by the Manager.

- 1.5 **BUSINESS OF THE LLC.** "Business of the LLC" shall have the meaning set forth in Section 2.6 hereof.
- 1.6 **CAPITAL ACCOUNT.** "Capital Account" of a Member shall have the meaning set forth in Section 3.5 hereof.
- 1.7 **CAPITAL CONTRIBUTION.** "Capital Contribution" shall have the meaning set forth in Article III hereof.
- 1.8 **CODE.** "Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision or provisions of any succeeding law).
- 1.9 **DEPRECIATION.** "Depreciation" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery allowable with respect to an asset for such Fiscal Year or other period.
- 1.10 **DISSOLUTION.** "Dissolution" means when used with reference to the LLC, the earlier of (a) the date upon which the LLC is terminated under the Statute, or any similar provision enacted in lieu thereof, or (b) the date upon which the LLC ceases to be a going concern, and when used with reference to any Member, the earlier of (a) the date upon which there is a Dissolution of the LLC or (b) the date upon which such Member's entire interest in the LLC is terminated by means of a distribution or a series of distributions by the LLC to such Member.
- 1.11 **ECONOMIC INTEREST.** "Economic Interest" means a Person's right to share in the Net Profits, Net Loss or similar items of, and to receive distributions from, the LLC, but does not include any other rights of a Member, including, without limitation, the right to vote or to participate in the management of the LLC, or, except as provided in Section 9.4, any right to information concerning the business and affairs of the LLC.
- 1.12 **FISCALYEAR.** "Fiscal Year" means the date of formation until December 31, with respect to the year of organization; from January 1 through the date of dissolution with respect to the year of dissolution; and from January 1 through and including December 31 with respect to all other years.
- 1.13 **INVESTMENT MEMBER.** "Investment Member" means a Member who has made a cash, or cash equivalent, i.e. labor and/or expertise recognized and valued by the Members, capital contribution to the LLC pursuant to this Agreement. Except as stated otherwise in this Agreement, any reference in this Agreement to an allocation of profits and losses, or a distribution, to the Investment Members shall mean that such allocation or distribution is in proportion to the Investment Member's respective Percentage Interest.
- 1.14 **LLC** "LLC" means Lake Landing Investments, LLC.
- 1.15 **LLC INTEREST.** "LLC Interest" or "Interest" means an ownership interest in the LLC, which includes the Economic Interest, the right to vote or participate in the management of

the LLC, and the right to information concerning the business and affairs of the LLC, as provided in this Agreement and under the Statute.

1.16 LLC LOANS. "LLC Loans" shall refer to any loans or advances made by any Member to the LLC, but there is no obligation on the part of any Member to make any loans to the LLC. Such LLC Loans shall contain such terms and bear interest at the rate agreed to between the Member and the Manager.

1.17 MAJORITY IN INTEREST OF THE MEMBERS. "Majority in Interest of the Members," will be what is also known as "super majority", unless otherwise provided in the Agreement, which means at least sixty-six 66/100 percent (66.66%) of the interests of the Members in the current profits of the LLC.

1.18 MANAGER. Pursuant to the Articles of Organization, the company is to be managed by a manager.

1.19 MEMBER. "Member" means a Person who:

1.19.1 Has been admitted to the LLC as a member in accordance with the Articles of Organization or this Agreement, or an assignee of an Interest other than an Economic Interest, who has become a Member pursuant to Section 8.1.

1.19.2 Has not resigned, withdrawn or been expelled as a Member or, if other than an individual, been dissolved.

Reference to a "Member" shall be to any one of the Members. Reference to an "Initial Member" shall be to any one of the members referred in Section 3.1.

1.20 NET CAPITAL CONTRIBUTIONS. "Net Capital Contributions" means the aggregate of a Member's Capital Contributions over the aggregate distributions theretofore made to such Member pursuant to Section 5.1.

1.21 NET PROFITS AND NET LOSS. "Net Profits" and "Net Loss" mean, for each Fiscal Year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in the taxable income or loss), with the following adjustments:

1.21.1 Any income of the LLC that is exempt from Federal income tax and not otherwise taken into account in computing Net Profits or Net Loss shall be added to such taxable income or loss;

1.21.2 Any expenditures of the LLC described in Code Section 705(b)(2)(B) or treated as Code Section 705(b)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in

computing Net Profits or Net Loss shall be subtracted from such taxable income or loss;

1.21.3 Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by determining the fair market value of the Property at the time of its acquisition as its original basis if acquired from a Member notwithstanding that the adjusted tax basis at the time of acquisition of such Property differs from its fair market value;

1.21.4 In lieu of depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period, computed in accordance with the subsection hereof entitled "Depreciation"; and

1.21.5 Notwithstanding any other provision of this subsection, any items of income, gain, loss or deduction which are specifically allocated shall not be taken into account in computing Net Profits or Net Loss.

1.22 **PERCENTAGE INTEREST.** The Initial Members' "Percentage Interests" shall be listed after the parties in SCHEDULE I hereto.

1.23 **PERIOD OF DURATION.** "Period of Duration" shall have the meaning set forth in Section 2.5 hereof.

1.24 **PERSON.** "Person" means an individual, partnership, limited partnership, corporation, trust, estate, association, limited liability company, or other entity, whether domestic or foreign.

1.25 **PRINCIPAL.** "Principal" means the natural Person which is in ultimate control of a Member.

1.26 **PROPERTY.** "Property" means the equipment, intellectual property, furnishings, and inventory to include wholesale marijuana inventory located at 3807 West Machen Rd. Wasilla, AK 99654 all interest that the LLC may have in that address, all wholesale businesses located therein, and any other property that may be purchased or leased by the LLC.

1.27 **REGULATIONS.** "Regulations" means the federal income tax regulations promulgated by the Treasury Department under the Code, as such regulations may be amended from time to time. All references herein to a specific section of the Regulations shall be deemed also to refer to any corresponding provisions of succeeding Regulations.

1.28 **RESERVES.** "Reserves" means funds set aside from Capital Contributions or gross cash revenues as reserves. Such Reserves shall be maintained in amounts reasonably deemed

sufficient by the Manager for working capital and the payment of taxes, insurance, debt service, repairs, replacements, renewals, or other costs or expenses incident to the Business of the LLC, or in the alternative, the Dissolution of the LLC.

- 1.29 COMMOSSIONER.** "Commissioner" shall mean the Commissioner of the Department of Community and Economic Development of the State of Alaska.
- 1.30 STATUTE.** "Statute" shall mean the Alaska Revised Limited Liability Company Act as set forth in AS 10.50 of the Corporations and Associations Code of the State of Alaska (or any corresponding provision or provisions of any succeeding law).
- 1.31 SIXTY-SIX 66/100 PERCENT INTEREST OF THE MEMBERS.** "Sixty-six 66/100 (66.66) percent of Members," unless otherwise provided in the Agreement, means sixty-six 66/100 (66.66/100%) percent of the Interest of the Members in the current profits of the LLC.
- 1.32 VOTE.** All decisions for the LLC shall be made by the members of the LLC, by resolution of the members at a duly notice and held membership meeting, unless superseded by another Section of this Agreement, or required by the terms of the Statute, Code or applicable Regulations thereunder.

II. INTRODUCTORY MATTERS

- 2.1 FORMATION OF LLC.** The parties have formed the LLC pursuant to the provisions of the Statute by filing the Articles of Organization with the Commissioner.
- 2.2 NAME.** The name of the LLC is Lake Landing Investments, LLC. The Members shall operate the Business of the LLC under such name or use such other or additional names as the Members may deem necessary or desirable provided that: no such name shall contain the words "bank," "insurance," "trust," "trustee," "incorporated," "inc.," "corporation," "corp.," or any similar name or variation thereof. The Members shall register such name under assumed or fictitious name statutes or similar laws of the states in which the LLC operates.
- 2.3 PRINCIPAL OFFICE.** The LLC shall maintain its principal place of business at 1540 N. SHORELINE DRIVE Wasilla, AK 99654 or any other location mutually agreed upon by the Members.
- 2.4 REGISTERED AGENT FOR SERVICE OF PROCESS.** The name and address of the LLC's registered agent for service of process is Lance Wells 733 WEST 4TH AVE , SUITE 308, ANCHORAGE, AK 99501
- 2.5 PERIOD OF DURATION.** The period of duration of the LLC ("Period of Duration") shall commence on the date of the filing of the Articles of Organization with the Alaska Commissioner and shall continue through and including unless the LLC is terminated or dissolved sooner, in accordance with the provisions of this Agreement.

- 2.6 **BUSINESS AND PURPOSE OF THE LLC.** The purpose of the LLC is to conduct wholesale sales of marijuana and related goods, and at any other location to be opened in the future, and to engage in all activities reasonably related thereto or as approved by a majority of the Members.

III. MEMBERS AND CAPITAL CONTRIBUTIONS

- 3.1 **NAMES AND ADDRESSES OF MEMBERS.** The names and addresses of the Members are set forth in SCHEDULE I hereto.

- 3.2 **CONTRIBUTIONS.** The Members shall contribute the amounts as set forth after their names in SCHEDULE I hereto.

- 3.3 **ADDITIONAL CONTRIBUTIONS.** Members shall be required to make additional Capital Contributions to the LLC only if such additional Capital Contributions are approved by Members holding, in the aggregate, sixty-six 66/100 (66.66%) or more of the Percentage Interests. If additional Capital Contributions are required, each Member shall be obligated to contribute an amount of additional capital equal to such Member's Percentage Interest times the total Capital Contribution amount required of all Members.

- 3.4 **FAILURE TO MAKE CONTRIBUTIONS.** If a Member does not timely contribute capital when required, that Member shall be in default under this Agreement. In such event, one of the Managers shall send the defaulting Member written notice of such default, giving him/it 14 days from the date such notice is given to contribute the entire amount of the required capital contribution. If the defaulting Member does not contribute the required capital to the Company within said 14-day period, the non-defaulting Members may exercise any of the following remedies, in addition to any and all other rights or remedies available under law or in equity, by written notice to said effect to the defaulting Member within ten (10) days after said 14-day period:

- A. Make for their own account the additional capital contribution requested of the Defaulting Member, thereby increasing their Percentage Interest and reducing the Defaulting Member's Percentage Interest. The change in Percentage Interest shall be determined by the amount the Defaulting Member did not contribute divided by the total of all capital contributions ever requested of the Defaulting Member.
- B. Borrow the amount of the required additional capital contribution of the Defaulting Member from any lender, including the non-defaulting Members, and lend the money to the Defaulting Member with or without a written note or the Defaulting Member's consent, to make the required additional capital contribution for said Defaulting Member's account, which loan shall be deemed to be a loan by the lender to the Defaulting Member payable by the Defaulting Member to the lender on demand, which loan shall bear interest payable monthly at prime plus 5% if made by a Member, and at a commercially reasonable rate if made by a third party. A Defaulting Member shall be liable to

the non-defaulting Members or other lender for all costs and fees, including but not limited to drafting the note, which costs and fees shall be part of the loan principal, and collection costs incurred by them in connection with collecting from the Defaulting Member the unpaid portion of any such loan.

- C. If neither (A) and/or (B) is sufficient to raise all the additional Capital Contribution requested of the Defaulting Member, the LLC may take immediate legal action against the Defaulting Member to collection such deficiency. A Defaulting Member shall be liable to the LLC for all costs and fees, including but not limited to collection costs incurred by it in connection with collecting from the Defaulting Member the unpaid portion of any such loan.
- D. If more than one non-defaulting Member desires to exercise one of the options in (A) or (B) above, it shall be in proportion to their Percentage Interest.
- E. If option (A) is exercised by the non-defaulting Member, at any time in the future the Defaulting Member may purchase back the Percentage Interest he lost at the cost paid by the non-defaulting Member plus 10%, and plus interest on the cost at Bank of America's prime interest rate charged to its best customers.

3.5 RIGHTS WITH RESPECT TO CAPITAL.

3.5.1 LLC CAPITAL. No Member shall have the right to withdraw, or receive any return of, its Capital Contribution, and no Capital Contribution may be returned in the form of property other than cash except as specifically provided herein.

3.5.2 NO INTEREST ON CAPITAL CONTRIBUTIONS. Except as expressly provided in this Agreement, no Capital Contribution of any Member shall bear any interest or otherwise entitle the contributing Member to any compensation for use of the contributed capital.

3.5.3 ESTABLISHMENT OF CAPITAL ACCOUNTS. A separate capital account ("Capital Account") shall be maintained for each Member.

3.6 GENERAL RULES FOR ADJUSTMENT OF CAPITAL ACCOUNTS. The Capital Account of each Member shall be:

3.6.1 INCREASES. Increased by:

- (i) Such Member's cash contributions;
- (ii) The agreed fair market value of non-cash property contributed by such Member (net of liabilities secured by such contributed property

that the LLC is considered to assume or take subject to under Code Section 752);

- (iii) All items of LLC income and gain (including income and gain exempt from tax) allocated to such Member pursuant to Article IV or other provisions of this Agreement; and

3.6.2 **DECREASES.** Decreased by:

- (i) The amount of cash distributed to such Member;
- (ii) The agreed fair market value of all actual and deemed distributions of property made to such Member pursuant to this Agreement (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to under Code Section 752);
- (iii) All items of LLC deduction and loss allocated to such Member pursuant to Article IV or other provisions of this Agreement.

3.7 **SPECIAL RULES WITH RESPECT TO CAPITAL ACCOUNTS**

3.7.1 **TIME OF ADJUSTMENT FOR CAPITAL CONTRIBUTIONS.** For purposes of computing the balance in a Member's Capital Account, no credit shall be given for any Capital Contribution which such Member is to make until such contribution is actually made. "Capital Contribution" refers to the total amount of cash and the agreed fair market value (net liabilities) of non-cash property contributed to the LLC by that Member and any subsequent contributions of cash and the agreed fair market value (net liabilities) of any property subsequently contributed to the LLC by the Member.

3.7.2 **INTENT TO COMPLY WITH TREASURY REGULATIONS.** The foregoing provisions of Section 3.5 and 3.6 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations Section. To the extent such provisions are inconsistent with such Regulations Section or are incomplete with respect thereto, Capital Accounts shall be maintained in accordance with such Regulations Section.

3.8 **TRANSFeree'S CAPITAL ACCOUNT.** In the event a Member, or the holder of an Economic Interest, transfers an Interest in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

IV. ALLOCATION OF PROFITS AND LOSSES

Net Profits and Net Loss of the LLC in each Fiscal Year shall be allocated among the Members as follows:

4.1 NET PROFITS AND LOSSES. Operating profits and losses from operation, and income from sale of the Property, shall be allocated to Investment Members as follows:

4.1.1 Operating profits and income from sale of the Property shall be allocated as follows:

- a) First, on a cumulative basis, for all accounting periods, amongst the Members in the reverse order as operating losses were previously allocated to them pursuant to this section 4.1.2
- b) Thereafter, to Members in proportion to their Percentage Interest.

4.1.2 Operating losses and losses from sale of the Property shall be allocated as follows:

- a) First, on a cumulative basis, for all accounting periods, amongst the Members in the reverse order as operating profits and income from the sale of the Property were previously allocated to them pursuant to section 4.1.1 until the cumulative operating losses and losses from the sale of the Property allocated pursuant this section 4.1.2(a), for all accounting periods, equals the cumulative operating profits and income from the sale of the Property, for all accounting periods, allocated pursuant to section 4.1.1;
- b) Next, amongst the Members until their Capital Account balances have been reduced to zero; and
- c) Thereafter, to Members in proportion to their Percentage Interest.

4.2 SECTION 704(c) ALLOCATION. Any item of income, gain, loss and deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the LLC and which is required or permitted to be allocated to such Member for income tax purposes under Section 704(c) of the Code so as to take into account the variation between the tax basis of such property and its fair market value at the time of its contribution shall be allocated to such Member solely for income tax purposes in the manner so required or permitted.

V. DISTRIBUTIONS

Except as specifically stated herein, distributions shall be made as determined by the Majority Vote of the Members, and at the time(s) designated by the Majority Vote of the Members, at their sole discretion. All distributions shall be distributed as follows:

- 5.1 CASH FLOW FROM OPERATIONS.** Cash flow from operations shall be distributed to the Members in proportion to their Percentage Interest. Distributions to the members shall be at times set by the Members and in amounts to be agreed to by the Members, based on the LLC's prior gross sales. All distributions shall be subject to all federal withhold, and unemployment insurance and regular deductions.
- 5.2 CASH FLOW FROM SALE.** Cash flow from the liquidation of the LLC's inventory shall be distributed first to the Members until they have received their Capital Contributions, thereafter to the Members in proportion to their Percentage Interest.

VI. RIGHTS, DUTIES AND OBLIGATIONS OF MANAGERS AND OFFICERS

6.1 MANAGING MEMBER(S). Subject to removal or resignation as hereafter set forth, the LLC shall be managed by Justin Benson or additional members as may be elected to do so from time to time by a majority Vote of the Members, referred collectively to either as the "Managers", or "Manager" or "Managing Member" or Managing Members"). The Managers shall have such rights, duties and powers as are specified in this Agreement, or conferred upon the Managers by Vote of the Members, as provided herein.

6.1.1 DUTIES & RIGHTS OF THE MANAGER(S). Subject to the limitations contained in Section 6.3 below, the Manager are the general managers and chief executive officer of the LLC and has general supervision, direction, discretion and control of the business of the LLC. The Manager shall preside at all meetings of the Members. The Manager(s) shall have the general powers and duties of management typically vested in a general partner of a partnership. The Manager(s) shall have the right to make decisions, which must be mutually agreed to by all Managers, if there are more than one Manager, with respect to the acquisition and disposition of the Property. However, the authority to borrow money, to allow the Property to be used as collateral for a loan, to refinance loans, to modify existing leases and enter into new leases, to sell or enter into an agreement to sell or grant an option to sell the any real property, or sub-lease and real property is solely vested with the Members, not the Manager(s). The Manager(s) shall have the authority to enter into or commit to day-to-day operational agreements, contracts, commitments or obligation on behalf of the LLC. In addition, any Manager acting alone, and not requiring agreement as required in 6.2.5 or 6.2.6, may decide to receive goods on consignment and may sign an agreement with a

vendor therefore; whereas, any purchase of inventory must follow the process contained in 6.2.5 or 6.2.6 and must be signed by all Managers if there are more than one Manager. The sale of marijuana and related goods at the wholesale store shall be at prices determined by the Manager(s), unless directed otherwise by the majority Vote, as defined herein, of the Members. Unless the Members shall have elected more than one Manager for the LLC, the term "Manager" as used in this Agreement, but other than Section 6.2, shall mean the Person who alone has the powers and duties specified in this Section 6.1.1.

The Manager may NOT delegate any or all of their managerial obligations to other entities without expressed approval of a majority Vote, as defined herein, of the Members.

6.1.2 **ELECTION.** In the event there is a vacancy in the position of Manager, a new Manager shall be chosen by a majority Vote of the Members. In voting for Manager, each Member shall have the number of votes equal to its Percentage Interest in the LLC. The candidate for each Manager position who obtains the required votes shall succeed to that Manager position. Each Manager shall hold office until the Manager resigns or shall be removed or otherwise disqualified to serve.

6.1.3 **SUBORDINATE OFFICERS.** The Manager may appoint a secretary, a chief financial officer, and such other officers of the LLC as the Business of the LLC may require, each of whom shall hold office for such period, have such authority and perform such duties as determined by the Manager.

6.1.4 **REMOVAL AND RESIGNATION.** Any Manager or other officer of the LLC may be removed, with or without cause, by a unanimous vote of the Members. Any Manager or other officer of the LLC may resign at any time without prejudice to any rights of the LLC under any contract to which the Manager or other officer of the LLC is a party, by giving written notice to the Members, or to the Manager, as applicable. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.2 **CO-MANAGERS.** If at any time during the Period of Duration, the Members by unanimous vote decide to have more than only one Manager, or more than two Managers, then the Managers shall be elected by majority Vote, as defined herein, of the Members, and shall be subject to removal pursuant to the provisions of Section 6.1.4. Each Manager shall also have the right to resign provided in Section 6.1.4, and any vacancy in a Manager position shall be filled pursuant to the provisions of Section 6.1.2. The following provisions of this Section shall govern the manner in which the Co-Managers shall manage the Business of the LLC since the Members have elected more than one Manager.

- 6.2.1** The Managers shall share in the duties described in Section 6.1.1, and, any and all acts contemplated by the Managers shall be approved as provided in Sections 6.2.5 or Section 6.2.6.
- 6.2.2** Meetings of the Managers shall be held at the principal office of the LLC, unless some other place is designated in the notice of the meeting. Any Manager may participate in a meeting through use of a conference telephone or similar communication equipment so long as all Managers participating in such a meeting can hear one another. Accurate minutes of any meeting of the Managers shall be maintained by the officer designated by the Managers for that purpose.
- 6.2.3** Meetings of the Managers for any purpose may be called at any time by any Manager. At least forty-eight (48) hours notice of the time and place of a special meeting of the Managers shall be delivered personally to the Managers or personally communicated to them by an officer of the LLC by telephone, email, text message or facsimile. If the notice is sent to the Manager by email, it shall be addressed to him at his last known email address as it is shown on the records of the LLC, with confirmation of receipt of same, and must be sent at least four (4) days prior to the time of the holding of the meeting. Such emailing, telephoning or texting delivery as provided above shall be considered due, legal and personal notice to such Manager.
- 6.2.4** With respect to meetings which have not been duly called or noticed pursuant to the provisions of Section 6.2.3, all transactions carried out at the meeting are as valid as if had at a meeting regularly called and noticed if: all Managers are present at the meeting, and sign a written consent to the holding of such meeting, or if a majority of the Managers are present and if those not present sign a waiver of notice of such meeting or a consent to holding the meeting or an approval of the minutes thereof, whether prior to or after the holding of such meeting, which waiver, consent or approval shall be filed with the other records of the LLC, or if a Manager attends a meeting without notice and does not protest prior to the meeting or at its commencement that notice was not given to him or her.
- 6.2.5** Any action required or permitted to be taken by the Managers may be taken without a meeting and will have the same force and effect as if taken by a vote of Managers at a meeting properly called and noticed, if authorized by a writing signed individually or collectively by all, but not less than all, the Managers. Such consent shall be filed with the records of the LLC.
- 6.2.6** A majority of the total number of incumbent Managers shall be necessary to constitute a quorum for the transaction of business at any meeting of the Managers, and except as otherwise provided in this Agreement or by the Statute, any action shall require a vote of a majority of the Managers present

at any meeting at which there is a quorum. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Managers, if any action taken is approved by a majority of the required quorum for such meeting.

6.3 **LIMITATIONS ON RIGHTS AND POWERS.** In addition to any limitations already set forth above, except by Majority Vote of Members, which is evidenced in writing, neither the Manager nor any other member or officer of the LLC shall have authority to:

- 6.3.1** Receive or permit any Member or Principal to receive any fee or rebate, or to participate in any reciprocal business arrangements that would have the effect of circumventing any of the provisions hereof;
- 6.3.2** Materially alter the Business of the LLC or deviate from any approved business plan of the LLC as set forth in this Agreement;
- 6.3.3** Permit the LLC's funds to be commingled with the funds of any other Person except as otherwise provided in this Agreement;
- 6.3.4** Do any act in contravention of this Agreement;
- 6.3.5** Do any act which would make it impossible to carry on the Business of the LLC;
- 6.3.6** Confess a judgment against the LLC;
- 6.3.7** Admit any person as a Member, except as otherwise provided in this Agreement;
- 6.3.8** Attempt to dissolve, without selling the Property, or withdraw from the LLC; and
- 6.3.9** Invest or reinvest any proceeds from the operation of the LLC, or the sale, refinancing or other disposition of any Property, except for short-term investment of reserves.
- 6.3.10** Order or contract for any goods or article exceeding the value of as may be determined from time to time by a majority Vote, as defined herein, of the Members.

6.4 **COMPENSATION OF MEMBERS.** Except as expressly permitted by this Agreement or any other written agreement, the LLC shall pay no compensation to any Member or any Principal of any Member for their services to the LLC. Notwithstanding the foregoing, Members shall be not compensated for working in the LLC's wholesale sales.

6.5 **EXPENSE REIMBURSEMENT.** The LLC shall reimburse the Managers and officers for any expenses paid by them that is to be borne by the LLC. The LLC shall reimburse the Members for any expenses paid by them that is to be properly borne by the LLC, as approved from time to time by the Managers. Any single charge of over that amount set by the Majority Vote of the Members or any cumulative amounts, to be determined from time to time by the Majority Vote, as defined herein, of the Members, shall be paid within thirty (30) days, shall first be approved by the Managers.

VII. MEMBERS' MEETINGS

7.1 **PLACE OF MEETINGS.** Meetings of the Members, if any, shall be held at the principal office of the LLC, unless some other appropriate and convenient location, either within or without the state where the Articles of Organization were filed, shall be designated for that purpose from time to time by the Manager. Members may attend meetings via telephone.

7.2 **MEETINGS.** Meetings of the Members may be called at any time by the Manager or by one or more Members holding in the aggregate more than ten percent (10%) of the Percentage Interests. Upon receipt of a written request, which request may be emailed or delivered personally to the Manager, by any Person entitled to call a meeting of Members, the Manager shall cause notice to be given to the Members that a meeting will be held at a time requested by the Person or Persons calling the meeting, which time for the meeting shall be not less than ten (10) nor more than sixty (60) days after the receipt of such request. If such notice is not given within twenty (20) days after receipt of such request, the Persons calling the meeting may give notice thereof in the manner provided in this Agreement.

7.3 **NOTICE OF MEETINGS.** Except as provided for in Section 7.2, notice of meetings shall be given to the Members in writing not less than ten (10) nor more than sixty (60) days before the date of the meeting by the Manager. Special meetings of the Members for any purpose may be called at any time by any Member. At least forty-eight (48) hours' notice of the time and place of a special meeting of the Members shall be delivered personally to the Members or personally communicated to them by a Member, or Manager, by telephone, email, or text message. If the notice is sent to the Member by email, it shall be addressed to him or her at his or her last known email address as it is shown on the records of the LLC, with confirmation of receipt of same, and must be sent at least four (4) days prior to the time of the holding of the meeting. Such emailing, telephoning or texting delivery as provided above shall be considered due, legal and personal notice to such Member. Notice of any meeting of Members shall specify the place, the day and the hour of the meeting, the general nature of the business to be transacted.

7.4 **VALIDATION OF MEMBERS' MEETINGS.** The transactions of a meeting of Members which was not called or noticed pursuant to the provisions of Section 7.2 or 7.3 shall be valid as though transacted at a meeting duly held after regular call and notice, if Members holding in the aggregate sixty-six 66/100 (66 66/100%) of the Percentage Interests are present, and if, either before or after the meeting, each of the members entitled to vote but not present (whether in person or by proxy, as that term is used in the Statute) at the meeting signs a waiver of notice, or a consent to the holding of such meeting, or an

approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the LLC. Attendance shall constitute a waiver of notice, unless objection shall be made.

7.5 ACTIONS WITHOUT A MEETING.

7.5.1 Any action which may be taken at any meeting of Members may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by Members holding in the aggregate the number of votes equal to or greater than the Vote, unless a lesser vote is provided for by this Agreement or the Statute; provided, however, that any action which by the terms of this Agreement or by the Statute is required to be taken pursuant to a greater vote of the Members may only be taken by a written consent which has been signed by Members holding the requisite number of votes.

7.5.2 Unless the consents of all Members have been given in writing, notice of any approval made by the members without a meeting by less than unanimous written consent shall be given at least ten (10) days before the consummation of the action authorized by such approval. Any Member giving a written consent may revoke the consent by a writing received by the LLC prior to the time that written consents of Members required to authorize the proposed action have been filed with the LLC. Such revocation is effective upon its receipt by the LLC.

7.6 QUORUM AND EFFECT OF VOTE. Each Member shall have a number of votes equal to the Percentage Interest held by such Member, provided that if, pursuant to the Statute or the terms of this Agreement, a Member is not entitled to vote on a specific matter, then such Member's number of votes and Percentage Interest shall not be considered for purposes of determining whether a quorum is present, or whether approval by Vote of the Members has been obtained, in respect of such specific matter. Members holding an aggregate of more than fifty percent (50%) of the Percentage Interests shall constitute a quorum at all meetings of the Members for the transaction of business, and the Majority Vote, as defined herein, of Members shall be required to approve any action.

**VIII. RESTRICTIONS ON TRANSFER OR CONVERSION
OF LLC INTEREST, ADDITIONAL CAPITAL CONTRIBUTIONS;
ADMISSION OF NEW MEMBERS**

8.1 TRANSFER OR ASSIGNMENT OF MEMBER'S INTEREST. The Interest of each Member and the Economic Interest of a Person who is not a Member constitutes personal property of the Member or Economic Interest Holder. Each Member and each Economic Interest holder has no interest in the Property.

8.1.1 All Member's Interest or an Economic Interest may be transferred or assigned only as provided in this Agreement.

8.1.2 No transfer, hypothecation, encumbrance or assignment ("Transfer") of a Member's Interest, or any part thereof, in the LLC will be valid without the consent of Majority Vote, as defined herein, of the Members, other than the Member proposing to dispose of its Interest, including a Transfer, for no value, to one or more of the following persons:

- (a) Any Member.
- (b) Any immediate family member or trust in which the beneficiaries are immediate family members, or an entity consisting of such Members, family members and/or trusts.
- (c) Any entity in which all of the holders of a legal or equitable interest are presently existing Members or one or more authorized transferees described in this Section 8.1.2.

8.1.3 A Transfer of an Economic Interest may only be done after the other Members are given the right of first refusal detailed below, this includes the interest belong to a deceased's estate. Any holder of a mere Economic Interest shall have no right to participate in the management of the business and affairs of the LLC or to become a member thereof.

8.2 **RIGHT OF FIRST REFUSAL.** A member may withdraw from the Company by giving the Company written notice of intent to transfer to the Company such member's ownership, but must first provide to the company the first right of refusal. The Company shall have no obligation to repurchase the member's ownership interest, but if the transfer is approved by all of the members, the Company shall repurchase the ownership interest. The purchase price for the interest of the company owned by the withdrawing member shall be the book value of the interest on the notice date, as determined by the certified public accountant or firm of accountants then serving the Company, according to the generally-accepted principles of accounting, however, no allowance of any kind shall be made for the good will, trade name or other intangible assets of the Company. The determination of the accountant as to the book value when made, verified and delivered to the Company, shall be binding upon the Company and all parties bound by the terms hereof. Unless otherwise agreed by the parties, the Company shall repurchase the member's ownership interest by paying the purchase price within sixty (60) day if paying with cash, or by paying equal monthly installments amortized over 36 months at an interest rate of 5% per annum, with the first installment to be payable within sixty (60) days of the agreement. If the company elects to not repurchase the withdrawing member's interest, then the withdrawing member's interest shall then be available to be purchased by one or more of the remaining members individually, of collectively. Again, the purchase price for the interest of the company owned by the withdrawing member shall be the book value of the interest on the notice date, as determined by the certified public accountant or firm of accountants then serving the Company, according to the generally-accepted principles of accounting, however, no allowance of any kind shall be made for the good will, trade name or other intangible assets

of the Company. The determination of the accountant as to the book value when made, verified and delivered to the Company, shall be binding upon the Member or Members seeking to purchase the withdrawing members interest in the company and all parties bound by the terms hereof. If more than one remaining member is seeking to purchase the withdrawing member's interest in the company, then the withdrawing members interest shall be allocated to those remaining members based on the percentage of each remaining offering Member's pro rata interest that each owns in the Company.

8.3 **VOID TRANSFERS.** Any Transfer of an Interest which does not satisfy the requirements of Section 8.1 and 8.2 shall be null and void.

8.4 **ADMISSION OF NEW MEMBERS.** A new Member may be admitted into the LLC only if authorized by Section 8.1.2 or upon the Vote of the Members, and only if such admission does not violate any of the loan documents with any lender of record.

IX. BOOKS, RECORDS, REPORTS AND BANK ACCOUNTS

9.1 **MAINTENANCE OF BOOKS AND RECORDS.** The LLC shall cause books and records of the LLC to be maintained in a manner determined by the Members in their discretion, and the Manger shall give reports to the Members in accordance with prudent business practices and the Statute. There shall be kept at the principal office of the LLC, as well as at the office of record of the LLC specified in Section 2.4, if different, the following LLC documents:

9.1.1 A current list of the full name and last known business or residence address of each Member and each holder of an Economic Interest in the LLC set forth in alphabetical order, together with the Capital Contributions and share in Net Profits and Net Loss of each Member and holder of an Economic Interest;

9.1.2 A current list of the full name and business or residence address of each Manager;

9.1.3 A copy of the Articles of Organization and any amendments thereto, together with any powers of attorney pursuant to which the Articles of Organization and any amendments thereto were executed;

9.1.4 Copies of the LLC's federal, state and local income tax or information returns and reports, if any, for the six most recent Fiscal Years;

9.1.5 A Copy of this Agreement and any amendments thereto, together with any powers of attorney pursuant to which this Agreement and any amendments thereto were executed;

- 9.1.6** Copies of the financial statements of the LLC, if any, for the six most recent Fiscal Years;
- 9.1.7** The LLC's books and records as they relate to the internal affairs of the LLC for at least the current and past four Fiscal Years;
- 9.1.8** Originals or copies of all minutes, actions by written consent, consents to action and waivers of notice to Members and Member Votes, actions and consents; and
- 9.1.9** Any other information required to be maintained by the LLC pursuant to the Statute.
- 9.2** **ANNUAL ACCOUNTING.** Within 180 days after the close of each Fiscal Year of the LLC, the LLC shall cause to be prepared and submitted to each Member a balance sheet and income statement for the preceding Fiscal Year of the LLC (or portion thereof) in a manner determined by the Members in discretion, and provide to the Members all information necessary for them to complete federal and state tax returns. The tax return will satisfy the conditions for 'conformity' referred to in this paragraph.
- 9.3** **INSPECTION AND AUDIT RIGHTS.** Each Member has the right upon reasonable request, for purposes reasonably related to the interest of that Person, to inspect and copy during normal business hours any of the LLC books and records required to be maintained in accordance with Section 9.1. Such right may be exercised by the Person or by that Person's agent or attorney. Any Member may require a review and/or audit of the books, records and reports of the LLC. The determination of the Members as to adjustments to the financial report, books records and returns of the LLC, in the absence of fraud or gross negligence, shall be final and binding upon the LLC and all of the Members.
- 9.4** **RIGHTS OF MEMBERS AND NON-MEMBERS.** Upon the request of a Member for purposes reasonably related to the interest of that Person, the Manager shall promptly deliver to the Member at the expense of the LLC, a copy of this Agreement and a copy of the information listed in Sections 9.1.2 and 9.1.4 of this Agreement.
- 9.5** **BANK ACCOUNTS.** The bank accounts of the LLC shall be maintained in such banking institutions as the Members shall determine with such signatories as the Members shall authorize.
- 9.6** **TAX MATTERS HANDLED BY MANAGERS.** Greg Miller shall be designated as "Tax Matters Partner" (as defined in Code Section 6231), to represent the LLC (at the LLC's expense) in connection with all examinations of the LLC's affairs by tax authorities, including resulting judicial and administrative proceedings, and to expend LLC funds for professional services and costs associated therewith. In her capacity, as "Tax Matters Partner", the designated Person shall oversee the LLC tax affairs in the overall best interests of the LLC. The "Tax Matters Partner" shall not, without the vote of a Majority in Interest of the Members (i) agree to extend the statute of limitations for determination of tax

liability or (ii) initiate a federal tax proceeding in any court other than the United States Tax Court.

9.7 FEDERAL INCOME TAX ELECTIONS MADE BY MEMBERS. Subject to the authority of the Tax Matters Partners, the Members, by majority Vote, as defined herein, on behalf of the LLC, may make all elections for federal income tax purposes, including but not limited to, the following:

9.7.1 USE OF ACCELERATED DEPRECIATION METHODS. To the extent permitted by applicable law and regulations, the LLC may elect to use an accelerated depreciation method on any depreciable unit of the assets of the LLC;

9.7.2 ADJUSTMENT OF BASIS OF ASSETS. In case of a transfer of all or part of the Interest of any Member, the LLC may elect, pursuant to Code - Sections 734, 743 and 754 of the Code to adjust the basis of the assets of the LLC.

9.7.3 ACCOUNTING METHOD. For financial reporting purposes, the books and records of the LLC shall be maintained in accordance with such method of accounting applied in a consistent manner as is selected by the Members, by majority Vote, as defined herein, and shall reflect all transactions of the LLC and be appropriate and adequate for the purposes of the LLC.

9.8 OBLIGATIONS OF MEMBERS TO REPORT ALLOCATIONS. The Members are aware of the income tax consequences of the allocations made by this Agreement and hereby agree to be bound by the provisions of this Section 9.8 in reporting their shares of the LLC income and loss for income tax purposes.

X. TERMINATION AND DISSOLUTION

10.1 DISSOLUTION. The LLC shall be dissolved upon the occurrence of any of the following events:

10.1.1 When the Period of Duration of the LLC expires;

10.1.2 The written approval by a Sixty-six 66/100 Percent (66.66%) Interest of the Members to dissolve the LLC;

10.1.3 Sale of all assets of the LLC without a 1031 exchange, unless a promissory note is received in connection with such sale or there is unanimous agreement among Members to continue the LLC.

The death, withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the Member's continued membership in the LLC, shall not cause a dissolution or termination of the LLC.

- 10.2 STATEMENT OF INTENT TO DISSOLVE.** As soon as possible after the occurrence of any of the events specified in Section 10.1 above, the LLC shall execute a Statement of Intent to Dissolve in such form as prescribed by the Commissioner.
- 10.3 CONDUCT OF BUSINESS.** Upon the filing of the Statement of Intent to Dissolve with the Commissioner, the LLC shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but the LLC's separate existence shall continue until the Articles of Dissolution have been filed with the Commissioner or until a decree dissolving the LLC has been entered by a court of competent jurisdiction.
- 10.4 DISTRIBUTION OF NET PROCEEDS.** The Members shall continue to divide Net Profits and Losses and Available Cash Flow during the winding-up period in the same manner and the same priorities as provided for in Articles IV and V hereof. The proceeds from the liquidation of Property shall be applied in the following order:
- 10.4.1** To the payment of creditors, in the order of priority as provided by law, but not to Members on account of their contributions;
- 10.4.2** To the payment of loans or advances that may have been made by any of the Members or their Principals for working capital or other requirements of the LLC.
- 10.4.3** To the Members and Manager in accordance with Article V hereof.

Where the distribution pursuant to this Section 10.4 consists both of cash (or cash equivalents) and non-cash assets, the cash (or cash equivalents) shall first be distributed, in a descending order, to fully satisfy each category starting with the most preferred category above. In the case of non-cash assets, the distribution values are to be based on the fair market value thereof as determined in good faith by the liquidator.

XI. INDEMNIFICATION OF THE MEMBERS, MANAGERS, AND THEIR AFFILIATES

- 11.1 INDEMNIFICATION OF MANAGERS, MEMBERS AND THEIR PRINCIPALS.** The LLC, and each of its Members, jointly and severally, shall indemnify and hold harmless the Members, the Managers, their Affiliates and their respective officers, directors, employees, agents and Principals (individually, an "Indemnatee") from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and, including, but not limited to, any loan application, loan, or loan guarantee, in which the Indemnatee was involved or may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to the Business of the LLC, except by reason of fraud, gross negligence or willful misconduct, regardless of whether the Indemnatee was, is or continues to be a

Manager, Member, an Affiliate, or an officer, director, employee, agent or Principal of the Member at the time any such liability or expense is paid or incurred, to the fullest extent permitted by the Statute and all other applicable laws.

- 11.2 EXPENSES.** Expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding shall be paid by the LLC upon receipt by the LLC of proper substantiation thereof. However, the Indemnitee shall repay such amount if it shall be determined that such Person is not entitled to be indemnified as authorized in Section 11.1.
- 11.3 INDEMNIFICATION RIGHTS NON-EXCLUSIVE.** The indemnification provided by Section 11.1 shall be in addition to any other rights to which those indemnified may be entitled under any agreement, vote of the Members, as a matter of law or equity or otherwise, both as to action in the Indemnitee's capacity as a Manager, Member, as an Affiliate or as an officer, director, employee, agent or Principal of a Member and as to any action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.
- 11.4 ERRORS AND OMISSIONS INSURANCE.** The LLC may, but is not required to, purchase and maintain insurance, at the LLC's expense, on behalf of the Managers, Members and such other persons as the Members shall determine, against any liability that may be asserted against, or any expense that may be incurred by, such Person in connection with the activities of the LLC and/or the Members' acts or omissions as the Members of the LLC regardless of whether the LLC would have the power to indemnify such Person against such liability under the provisions of this Agreement.
- 11.5 ASSETS OF THE LLC.** Any indemnification under Section 11.1 shall first be satisfied out of the assets of the LLC. If this is not sufficient each Member shall be personally liable, individually and severally for the "Deficiency". The Manager shall first attempt to collect the Deficiency from each Member in an amount equal to the Deficiency times each Member's Percentage Interest ("Full Share"). If any Member(s) has not paid his/their Full Share, such further deficiency shall be satisfied by the other Members proportionally. Finally, any Member who paid more than his Full Share shall have right of contribution against his co-defendants and the other Members, which right shall include all attorney's fees and costs associated with the collection of such contribution.

XII. COMPETITION/OTHER BUSINESSES

- 12.1 COMPETING WHOLESALE SALES.** Upon execution of this Agreement and until the dissolution of the LLC, no Member shall engage or invest in any activity involving the competing wholesale sales of marijuana or related goods in South Central Alaska. As an inducement for all the Members to enter into this Agreement, during the existence of the LLC and so long as Member is a Member of the LLC, no Member shall, directly or indirectly, engage or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, be employed by, associated with or in any manner connected with, lend his name or any similar name to, lend his credit

to, or render services or advice to, any business insofar as it is engaged in a wholesale business similar to that of the LLC, whose business does or would compete in whole or in part with that of the LLC anywhere in the South Central Alaska area. All Members acknowledges that this covenant is reasonable with respect to its duration, geographical area and scope.

Furthermore, no Member shall, directly or indirectly, either for himself or any other Person, (A) induce or attempt to induce any current or future employee of the LLC to leave its employ (B) in any way interfere with the relationship between the LLC and any current or future employee, or (C) induce or attempt to induce any customer, supplier, licensee or business relation of the LLC to cease doing business or to reduce or restrict the amount of business done with it, or in any way interfere with the relationship between any customer, supplier, licensee or business relation of the LLC and the LLC.

No Member will, at any time during the existence of LLC, disparage the LLC or any of its Members.

In the event of a breach by a Member of any covenant set forth above, the term of such covenant will be extended by the period of the duration of such breach.

In the event that any clause in this section is non-effective in law or incapable of being implemented, wholly or partially, or has forfeited its legal effectiveness or feasibility, such circumstance shall be without prejudice to the validity of the remaining clauses of this section. The non-effective or non-implementable clause is to be substituted by an appropriate arrangement that, inasmuch as legally possible, most closely resembles what the parties hereto had intended or, consistent with the meaning and object of this section, would have intended if such parties had considered such circumstance when preparing this section.

The rights and remedies of Members shall be cumulative (and not alternative). In the event of any breach or threatened breach by a Member of any covenant, obligation or other provision set forth in this section, the non-defaulting Members shall be entitled (in addition to any other remedy that may be available) to (a) a decree or order of specific performance to enforce the observance and performance of such covenant, obligation or other provision, and (b) an injunction restraining such breach or threatened breach. The non-defaulting Members shall not be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or proceeding. In addition, the non-defaulting Members shall be entitled to offset against any and all amounts owing to such defaulting Member under this Agreement or otherwise any and all amounts that the non-defaulting Members can claim as damages hereunder.

XIII. AMENDMENTS

- 13.1 AMENDMENT, ETC., OF OPERATING AGREEMENT.** This Agreement may be adopted, altered, amended, or repealed and a new operating agreement may be adopted only by a Majority Vote, as defined herein, of the Members.

13.2 **AMENDMENT, ETC., OF ARTICLES OF ORGANIZATION.** Notwithstanding any provision to the contrary in the Articles of Organization or this Agreement, in no event shall the Articles of Organization be amended without the Majority Vote, as defined herein, of the Members.

XIV. MISCELLANEOUS PROVISIONS

14.1 **COUNTERPARTS.** This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

14.2 **SURVIVAL OF RIGHTS.** This Agreement shall be binding upon, and, as to permitted or accepted successors, transferees and assigns, inure to the benefit of the Members and the LLC and their respective heirs, legatees, legal representatives, successors, transferees and assigns, in all cases whether by the laws of descent and distribution, merger, reverse merger, consolidation, sale of assets, other sale, operation of law or otherwise.

14.3 **SEVERABILITY.** In the event any Section, or any sentence within any Section, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or Section shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in full force and effect.

14.4 **NOTIFICATION OR NOTICES.** Except for notices to be given under Articles-VI and VII, for purposes of meetings of Managers and meetings of Members, any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given if personally delivered, emailed with confirmation of receipt or text messages, addressed to the parties' email addresses or cell phones set forth below. Notices given in the manner provided for in this Section 14.4 shall be deemed effective on the third day following sending same or on the day of delivery by hand.

14.5 **CONSTRUCTION.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Members, regardless who requested this Agreement to be drafted or assisted in its being drafted.

14.6 **SECTION HEADINGS.** The captions of the Articles or Sections in this Agreement are for convenience only and in no way define, extend or describe the scope or intent of any of the provisions hereof, shall not be deemed part of this Agreement and shall not be used in construing or interpreting this Agreement.

14.7 **GOVERNING LAW.** This Agreement shall be construed according to the laws of the State of Alaska.

- 14.8 ADDITIONAL DOCUMENTS.** Each Member, upon the request of another Member or the Manager, agrees to perform all further acts and execute, acknowledge and deliver all documents which may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement, including but not limited to acknowledging before a notary public any signature heretofore or hereafter made by a Member.
- 14.9 PRONOUNS AND PLURALS.** Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa.
- 14.10 TIME OF THE ESSENCE.** Except as otherwise provided herein, time is of the essence in connection with each and every provision of this Agreement.
- 14.11 FURTHER ACTIONS.** Each of the Members agrees to execute, acknowledge and deliver such additional documents, and take such further actions, as may be reasonably required from time to time to carry out each of the provisions, and the intent, of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.
- 14.12 WAIVER OF JURY. WITH RESPECT TO ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, EACHMEMBER HEREBY IRREVOCABLY WAIVES ALL RIGHTS IT MAY HAVE TO DEMAND A JURY TRIAL. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE MEMBERS AND EACH MEMBER ACKNOWLEDGES THAT NONE OF THE OTHER MEMBERS NOR ANY PERSON ACTING ON BEHALF OF THE OTHER PARTIES HAS MADE ANY REPRESENTATION OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE MEMBERS EACH FURTHER ACKNOWLEDGE THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. EACH MEMBER FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.**
- 14.13 THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries of this Agreement except Affiliates and Principals of the Members and any other Persons as may be entitled to the benefits of Section 11.1 hereof.
- 14.14 ELECTIONS RE TAXES.** The Members, in their discretion, may cause the LLC to make or not make all elections required or permitted to be made for income tax purposes, except as otherwise specified in this Agreement.
- 14.15 PARTITION.** The Members agree that the LLC's interest in the Property and any other property in which the LLC may own or have an interest in is suitable for partition. The

Members hereby acknowledge that another Member hereto may bring an action for partition of any property the LLC may at any time have an interest in.

- 14.16 ENTIRE AGREEMENT.** This Agreement and the Articles of Organization constitute the entire agreement of the Members with respect to, and supersedes all prior written and oral agreements, understanding and negotiations with respect to, the subject matter hereof.
- 14.17 WAIVER.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.
- 14.18 ATTORNEYS' FEES.** In the event of any litigation, arbitration or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation, arbitration or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute. The attorneys' fees which the prevailing party is entitled to recover shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full.

In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit or arbitration procedure on this Agreement shall be entitled to its reasonable attorney's fees incurred in any post judgment proceedings to collect or enforce the judgment. This attorney's fees provision is separate and several and shall survive the merger of this Agreement into any judgment.

- 14.19 DISPUTE RESOLUTION.** Any and all disputes shall be submitted to American Arbitration Association (AAA).
- 14.20 INDEPENDENT COUNSEL.** Each Member warrants and represents that such Member has been advised that such Member should be represented by counsel of such Member's own choosing in the preparation and/or analysis of this Agreement; that such Member is fully aware that other Members' counsel has not acted or purported to act on such Member's behalf; that such Member has in fact been represented by independent counsel, or has had the opportunity to be so represented but has chosen to take the risk of not being represented by counsel; and that such Member has read this Agreement with care and believes that such Member is fully aware of and understands the contents hereof and its legal effect. Each Member further acknowledges that any counsel which has participated in the preparation of this Agreement at the request of the Manager does not represent any other Member and/or the LLC and that, in the event of any dispute between the Manager and the Members and/or the LLC, such counsel may represent the Manager.

XV. INVESTMENT REPRESENTATIONS

Each Member hereby represents and warrants to, and agrees with, the Manager, the Members and the LLC as follows:

- 15.1 INVESTMENT RISK.** Such Member acknowledges that his or her investment in the LLC is a speculative investment which involves a substantial degree of risk of loss by such Member of his or her entire investment in the LLC; such Member understands and takes full cognizance of the risk factors related to the investment in the LLC, and such Member acknowledges that the LLC is newly organized and has no financial or operating history. Furthermore, such Member acknowledges that there are substantial risks incident to the jewelry wholesale business, and investment in the LLC therefore would be subject to such risks. Such Member further represents that he or she is an experienced investor in unregistered and restricted securities or in servicing and repair or recreational vehicles businesses.
- 15.2 PREEXISTING RELATIONSHIP OR EXPERIENCE.** Such Member has a preexisting personal or business relationship with the LLC or one or more of its officers or controlling persons, or by reason of his or her business or financial experience, or by reason of the business or financial experience of his or her financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the LLC or any affiliate or selling agent of the LLC, such Member is capable of evaluating the risks and merits of an investment in the LLC and of protecting its own interest in connection with this investment.
- 15.3 NO ADVERTISING.** Such Member has not seen, received, been represented with, or been solicited by any leaflet, public promotional meeting, article or any other form of advertising or general solicitation with respect to the sale of the Percentage Interest.
- 15.4 INVESTMENT INTENT.** Such Member is acquiring the Percentage Interest for investment purposes for its own account only and not with a view to, or for sale in connection with, any distribution of all or any part of the Percentage Interest. No other person will have any direct or indirect beneficial interest in or right to the Percentage Interest.
- 15.5 RESTRICTIONS ON TRANSFERABILITY.** Such Member acknowledges that there are substantial restrictions on the transferability of the Percentage Interest pursuant to this Agreement, that there is no public market for the Percentage Interest and none is expected to develop, and that, accordingly, it may not be possible for him or her to liquidate his or her investment in the LLC.
- 15.6 INFORMATION REVIEWED.** Such Member has received and reviewed all information he or she considers necessary or appropriate for deciding whether to purchase the Percentage Interest. Such Member has had an opportunity to ask questions and receive answers from the LLC and its Manager and employees regarding the terms and conditions of purchase of the Percentage Interest and regarding the business, financial affairs, and other aspects of the LLC and has further had the opportunity to obtain all information (to the extent the LLC possesses or can acquire such information without unreasonable effort or expense) which such Member deems necessary to evaluate the investment and to verify the accuracy of information otherwise provided to such Member. Any projections which may have been delivered to the Members are based on estimates, assumptions and forecasts

of the Managers and others and are only estimates and opinions and are not guaranteed by the Manager or any other person.

15.7 TAX CONSEQUENCES. Each Member acknowledges that the tax consequences to such Member of investing in the LLC will depend on such Member's particular circumstances, and neither the LLC, the Manager, the Members, nor the partners, shareholders, members, managers, agents, officers, directors, employees, Affiliates, or consultants of any of them will be responsible or liable for the tax consequences to him or her of an investment in the LLC. He or she will look solely to, and rely upon, his or her own advisors with respect to the tax consequences of this investment.

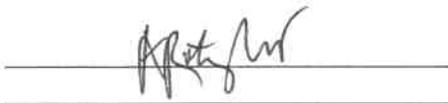
15.8 RETURN OF CAPITAL. Each Member acknowledges that upon the execution of this Agreement, such Member is required to make his Capital Contribution, as set forth on Schedule I, to the LLC, and forward such payment to the Manager.

IN WITNESS WHEREOF, the Members of Lake Landing Investments, LLC, an Alaskan limited liability company, have executed this Agreement, effective as of the date written above.

Lake Landing Investments, LLC

MEMBERS

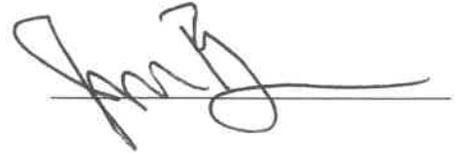

Justin Benson
Member


Athena Rotzler
Member

Member	Percentage of Interest	Capital Contribution	Signature
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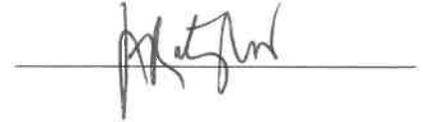
Justin Benson
PO BOX 141463,
Anchorage, AK 99514

60.00% \$TBD)



Athena Rotzler
2440 E. Tudor Rd #913,
Anchorage, AK 99507

40.00% \$TBD)



100%

Lake Landing Investments, LLC SCHEDULE I