License Number: 27222
License Status: New
License Type: Marijuana Product Manufacturing Facility
Doing Business As: Matanuska Apothecary, LLC
Business License Number: 2114748
Designated Licensee: Caleb Saunders
Email Address: csaunders@greenjarak.com
Local Government: Matanuska-Susitna Borough
Local Government 2:
Community Council: None
Latitude, Longitude: 61.599723, -149.156944
Physical Address: 11709 E Palmer-Wasilla Hwy, Suite 710
Palmer, AK 99645
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10143695
Alaska Entity Name: Matanuska Apothecary, LLC
Phone Number: 907-887-3684
Email Address: csaunders@greenjarak.com
Mailing Address: PO 877710
Wasilla, AK 99687
UNITED STATES

Entity Official #1

Type: Individual
Name: Brian Roberts
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-715-2722
Email Address: jollygreenbtr@gmail.com
Mailing Address: 171 E danna Ave Apt C
Wasilla, AK 99654
UNITED STATES

Entity Official #2

Type: Individual
Name: Melissa Siracusa
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 775-830-3242
Email Address: dean3181@yahoo.com
Mailing Address: 6124 Southpoint Ridge dr
Anchorage, AK 99516
UNITED STATES

Entity Official #3

Type: Individual
Name: Christopher Farris
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-240-9691
Email Address: cfarris@greenjarak.com
Mailing Address: PO 877710
Wasilla, AK 99645
UNITED STATES

Entity Official #4

Type: Individual
Name: Jeffery Devon
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-707-8861
Email Address: procurement@greenjarak.com
Mailing Address: 2124 N Tabasco Cat
Palmer, AK 99645
UNITED STATES

Entity Official #5

Type: Individual
Name: Bailey Stuart
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-887-3891
Email Address: bstuart@greenjarak.com
Mailing Address: PO 877710
Wasilla, AK 99687
UNITED STATES

Entity Official #6

Type: Individual
Name: Eric Bushnell
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-360-7471
Email Address: bushnell@mtaonline.net
Mailing Address: 580 w Selina Ln
Wasilla, AK 99654
UNITED STATES

Entity Official #7

Type: Individual
Name: Ashley Siracusa
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 778-233-4388
Email Address: ashleysiracusa@gmail.com
Mailing Address: 2124 N Tabasco Cat
Palmer, AK 99645
UNITED STATES

Entity Official #8

Type: Individual
Name: Dean Siracusa
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 775-233-0269
Email Address: dean3181@yahoo.com
Mailing Address: 6124 Southpoint Ridge dr
Anchorage, AK 99516
UNITED STATES

Entity Official #9

Type: Individual
Name: Caleb Saunders
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-887-3684
Email Address: csaunders@greenjarak.com
Mailing Address: PO 877710
Wasilla, AK 99687
UNITED STATES

Note: *No affiliates entered for this license.*

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Phone: 907.269.0350

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:	Matanuska Apothecary, LLC	**License Number:**	27222		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Ashley Siracusa
Title:	Owner - Chief Operations Officer

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?

Received by AMCO 5/14/2021

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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. AS

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

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

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. AS

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. AS

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. AS

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

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. AS

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. AS

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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. AS

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

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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. AS

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.

Ashley Siracusa
Signature of licensee

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

Ashley Siracusa
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 13 day of May, 2021.

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License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Bailey Stuart
Title:	Owner

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?

Marijuana Retail License #10008, #27199

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Form MJ-00: Application Certifications

Section 4 – Certifications

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

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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.

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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.

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).

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Form MJ-00: Application Certifications

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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. [BS]

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. [BS]

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. [ ]

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

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.

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Signature of licensee

Notary Public in and for the State of Alaska

Bailey Stuart
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 13 day of May, 2021.

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

Licensee:	Matanuska Apothecary, LLC	**License Number:**	27222		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Brian Roberts
Title:	Owner - Laboratory Director

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?

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Signature of licensee

Notary Public in and for the State of Alaska

Brian T. Roberts
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 13 day of May, 2021.

Received by AMCO 5/14/2021

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License Type:	Marijuana Product Manufacturing Facility				
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Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Caleb Saunders
Title:	Owner - Chief Executive Officer

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?

Marijuana Retail License #10008, #27199

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Form MJ-00: Application Certifications

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EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Signature of licensee

Notary Public in and for the State of Alaska

Caleb Saunders

Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 11 day of May, 2021.

Received by AMCO 5/14/2021

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City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Christopher Farris
Title:	Owner - Chief Financial Officer

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?

Marijuana Retail License #10008, #27199

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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. CTF

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. CTF

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. CTF

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

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

Christopher Farris
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 11 day of May, 2021.

Received by AMCO 5/14/2021

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

What is this form?

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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:	Matanuska Apothecary, LLC	**License Number:**	27222		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Dean Siracusa
Title:	Owner

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?

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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.

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

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

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.

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.

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.

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).

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

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.

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.

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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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
CINDY KIM
STATE OF ALASKA
MY COMMISSION EXPIRES April 04, 2023

Notary Public in and for the State of Alaska

Dean Sicacca

Printed name of licensee

My commission expires: 04/04/2023

Subscribed and sworn to before me this 23 day of November, 2020.

Received by AMCO 5/14/2021

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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:	Matanuska Apothecary, LLC	**License Number:**	27222		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Eric Bushnell
Title:	Owner

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?

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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. EB

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

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

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. EB

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. EB

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. EB

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). EB

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

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. EB

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Signature of licensee

Eric Michael Bushnell
Printed name of licensee

GLENDA SMITH
Notary Public
State of Alaska
My Commission Expires Aug 17, 2021

Glenda Smith
Notary Public in and for the State of Alaska

My commission expires: 8/17/2021

Subscribed and sworn to before me this 11th day of May, 2021.

Received by AMCO 5/14/2021

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License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jeffrey Devon
Title:	Owner - Chief Procurement Officer

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?

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Form MJ-00: Application Certifications

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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. JD

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). JD

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

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Signature of licensee

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

Jeffrey Devon
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 11 day of May, 2021.

Received by AMCO 5/14/2021

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Licensee:	Matanuska Apothecary, LLC	**License Number:**	27222		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Melissa Siracusa
Title:	Owner

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?

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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. MS

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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. MS

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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). MS

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Form MJ-00: Application Certifications

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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. [MS]

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.

Melissa Siracusa
Signature of licensee

NOTARY PUBLIC
CINDY KIM
STATE OF ALASKA
MY COMMISSION EXPIRES April 04, 2023

Notary Public in and for the State of Alaska

Melissa Siracusa
Printed name of licensee

My commission expires: 04/04/2023

Subscribed and sworn to before me this 23rd day of November, 2020.

Received by AMCO 5/14/2021

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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:	Matanuska Apothecary, LLC	**MJ License #:**	27222		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	Alaska	**ZIP:**	99645

Mailing Address:	11709 E. Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	Alaska	**ZIP:**	99645

Designated Licensee:	Caleb Saunders		
Main Phone:	(907) 887-3684	**Cell Phone:**	
Email:	csaunders@greenjarak.com		

Received by AMCO 5/14/2021

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:

All restricted access areas on Matanuska Apothecary's licensed premise will have access control proximity card readers that only an authorized Matanuska Apothecary employee can gain access through using their Matanuska Apothecary identification badge. As well as all exterior doors will have additional commercial grade keyed locks. All badges will be controlled through a central Matanuska Apothecary server that allows licensee and managers to immediately terminate employee access in the case of emergencies and/or MHP expiration as well as prevents the issue of lost or stolen key cards.
The entire manufacturing facility will be designated restricted access area. Signs will be posted at both entrances stating, "Restricted Access Area" "Visitors Must be Escorted" and "No one under 21 years of age allowed." Additionally, signs stating "Video and Audio Surveillance in progress." will be placed around the facility. These cameras will be visible throughout the facility for continuous monitoring to deter unauthorized individuals and underage individuals from attempting to enter the license premises. The main entrance and kitchen entrance will always remain in a locked position with a PDK card system for authorized employee access. Any individual who cannot provide or refuses to provide valid identification will not be allowed in the facility and will be asked to leave the premises. All visitors must enter through the main entrance, where they will be greeted by a member of staff and have their identification verified for validity and age requirements and then be let into the facility by a member of staff.

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:

All members of the public must enter into the facility through the main entrance on the west side of the building. The kitchen entrance on the east side of the building will remain in a locked position at all times and no visitors are permitted to enter the license premise through that entry. Only employees have building access, all visitors must be let in by a member of staff. They must provide valid identification and be 21 years of age or older before they are allowed onto the license premise. Once verified they will be admitted into the entry to be signed in as a visitor and an escort assigned.
Each entrance will have signs posted stating, "Restricted Access Area" "Visitors must be escorted" and "No one under 21 years of age allowed" Additionally, signs stating "Video and Audio Surveillance in progress." will be placed around the facility. These cameras will be visible throughout the facility for continuous monitoring to deter unauthorized individuals and underage individuals from attempting to enter the license premises.

All restricted access areas on Matanuska Apothecary's licensed premise will have access control proximity card readers that only an authorized Matanuska Apothecary employee can gain access through using their Matanuska Apothecary identification badge. All badges will be controlled through a central Matanuska Apothecary server that allows licensee and managers to immediately terminate employee access in the case of emergencies and/or MHP expiration as well as prevents the issue of lost or stolen key cards.

All visitors being checked into Matanuska Apothecary licensed premise visitor log will be required to show valid identification to prove that the visitor is not under the age of 21; obtain a visitor identification badge before entering any restricted access area of Matanuska Apothecary, and; be escorted at all times by the licensee and/or employee of Matanuska Apothecary that is actively engaged with visitors. In the case of an authorized visitor found unescorted they will be asked to leave the licensed premise immediately. Management must be notified immediately after the authorized visitor is asked to leave the licensed premise. Matanuska Apothecary management will look into the situation and will record a statement from the employee who authorized the visitor, and the employee who authorized the unescorted visitor will be held accountable.

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

When a visitor arrives to Matanuska Apothecarys license facility they will be asked to show valid identification prior to being admitted into the license facility to verify they are 21 years of age or older and that they have a valid form of identification. Once verified they will be admitted into the entry to be signed in as a visitor, given a badge and an escort assigned. No more then 5 visitors per active escorting Matanuska Apothecary personnel will be allowed.

Matanuska Apothecary maintains a visitor log book that will retain all authorized visitor information. All visitors are required to provide a valid Identification and sign into the license facility. The visitor log book will maintain the following visitor information:
Name of visitor
Name of escorting employee
Date
Time
Visitor badge identification number
Reason for access into restricted access areas
Signature from the authorized visitor stating they understand the rules and regulations of the restricted access areas.
Signature of the employee authorizing the temporary visitors pass stating they verified visitors valid identification and understand all rules such as, visitors must be actively escorted at all times and visitors are not authorized to touch any cannabis or cannabis product etc.

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

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

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

Matanuska Apothecary has exterior lighting installed and maintained to the exterior of the license premise that facilitates in surveillance by providing ample luminosity to be able to identify an individual within 20' from the licensed premise exterior entry points. Exterior commercial grade LED lighting will be affixed to all 4 sides of the building, providing ample luminosity for cameras to visually identify individuals within 20' of the license premise. Additional lighting will be affixed near each entry on the license premise to ensure ample lighting to facilitate in identification of individuals entering and exiting the license premise on surveillance cameras.

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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:

Matanuska Apothecary will be utilizing a high quality commercial security alarm system. Matanuska Apothecary security system will be equipped with glass break sensors, motion detectors, panic alarms, dome cameras and with proximity card readers installed. During operational hours panic/duress alarms and video surveillance will be active. During non-operational hours glass break sensors, motion detectors, exterior lighting and video surveillance will be operational. All alarm systems and video surveillance will be operational 24/7. Matanuska Apothecary has exterior lighting installed and maintained to the exterior of Matanuska Apothecary's license premise that facilitates surveillance by providing enough luminosity to be able to identify a person 20ft from the licensed premise exterior entry points.

When the security alarm system is activated from an unauthorized breach, a licensee or head of security will establish contact with local law enforcement as soon as possible. Employees will have panic/duress alarms to activate on person or if telecommunications is available contact with local law enforcement will be established. When a panic/duress alarm is activated a call to head of security and to the licensee is established by the alarm monitoring system. From there either the licensee, head of security or the alarm monitoring company will establish contact with local law enforcement. Once staff members are safe and accounted for at the designated rally point. A member of management will prepare security for law enforcement review. Once it has been determined what caused the security breach the employees will follow the instructions of local law enforcement and utilize the training they have received. In the event visitors are on the license premise, assuming there is are no additional security threats outside, and they were not witness to the unauthorized breach and local law enforcement has no questions, they will be asked to immediately leave the license premise. Staff will stick together and continue to communicate with local law enforcement until the emergency is over. AMCO will be notified no less that 24 hours after and incident is report. The safety of our staff and visitors is our biggest priority. Matanuska Apothecary requires our team to be trained in emergency response. Matanuska Apothecary is prepared with pre-determined protocols that prepare staff for the best course of action before, during and after an emergency.

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

Matanuska Apothecary has strict rules in regards to moving inventory to and from and throughout the licensed premise to effectively prevent diversion by employee or visitor. Matanuska Apothecary will be using video surveillance systems monitoring entrance, access doors and floor activity in all restricted access areas of the licensed premise as well as the exterior of the licensed premise. Security systems, video surveillance, motion sensors, safes and glass breaks sensors will facilities in preventing diversion of marijuana or marijuana products during non operational hours. The licensee and authorized employees will record all transitions of marijuana and marijuana products using METRC and will preform daily reviews of records to ensure all records are accurate and accounted for. Any variances will be investigated to prevent diversion.
Employees and visitors may not keep personal bags, backpacks, purses, or any containers of any kind in restricted access areas where marijuana and marijuana products will be kept. A part of Matanuska Apothecary's employee diversion plan is well placed surveillance to help deter any form of diversion. Only authorized employees will be moving marijuana and marijuana products through the license premise. Any visitor or employee found attempting to divert marijuana and marijuana product will immediately be reported to local law enforcement. In the scenario of an authorized employee diverting marijuana and/or marijuana product Matanuska Apothecary has a no tolerance policy. Matanuska Apothecary will terminate the employee immediately, notify AMCO and local law enforcement.
All marijuana and marijuana product is tracked from the time it is received at the license premise to the point it leaves in its final form. When marijuana is received it is immediately placed into a locked safe or freezer. Routine inventories are done to verify marijuana weights against Metrc system and in house tracking system to verify all inventory and to identify any issues, from clerical errors to diversion. All marijuana is stored, weighed and processed in view of surveillance, if questions of diversion comes into question we will be able to review surveillance and identify the issue or error.

3.7. Describe your policies and procedures for preventing loitering:

Visitors can only gain access to the license premise with a member of staff. Visitors must be signed in and escorted through the license premise by a member of staff. No one should be found loitering in the license premise. If an individual is found to be loitering for reasons beyond our control they will be immediately escorted off the license premise. If they resist, law enforcement will be called immediately and we will pursue trespassing charges.

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.

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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.

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.

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

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).

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:

Matanuska Apothecary has 24/7 video surveillance utilizing Remote Focus Dome Network cameras that will be maintained on restricted access areas as well as each entrance/exit to restricted access areas within the licensed premise. Cameras will also be placed in each room that is restricted access to facilitate in surveillance through day to day operations. The video surveillance system utilized will be maintained and placed in a way that provides a clear view adequate to identifying an individual inside or outside the licensed premise, and within 20 feet of each entrance to the licensed premise.
Matanuska Apothecary has exterior lighting installed and maintained to the exterior of the license premise that facilitates in surveillance by providing ample luminosity to be able to identify an individual within 20' from the licensed premise exterior entry points. Exterior commercial grade LED lighting will be affixed to all 4 sides of the building, providing ample luminosity for cameras to visually identify individuals within 20' of the license premise. Additional lighting will be affixed near each entry on the license premise to ensure ample lighting to facilitate in identification of individuals entering and exiting the license premise on surveillance cameras.

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 Matanuska Apothecary surveillance equipment and recording equipment will be housed in a locked and secure server closet built into the main office on the licensed premise. Video surveillance will only be accessible by Matanuska Apothecary Licensee, authorized employees, and to law enforcement personnel including an agent of AMCO. Surveillance will be maintained in the main office. Matanuska Apothecary maintains its own private server with firewall to maintain data integrity and prevent tampering. Only licensees and managers and head of security of Matanuska Apothecary have access to the private server.

Received by AMCO 5/14/2021

Section 4 – Business Records

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

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

a. **all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years** *(records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises)*;

b. **a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;**

c. **the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;**

d. **records related to advertising and marketing;**

e. **a current diagram of the licensed premises, including each restricted access area;**

f. **a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;**

g. **all records normally retained for tax purposes;**

h. **accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;**

i. **transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and**

j. **registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.**

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 Matanuska Apothecary surveillance equipment and recording equipment and information servers will be housed in a locked and secure closet built into the locked and secured main office on the licensed premise. Video surveillance will only be accessible by Matanuska Apothecary Licensee, authorized employees, and to law enforcement personnel including an agent of AMCO. Surveillance will be maintained in the video surveillance locked metal cabinet at all times. Matanuska Apothecary maintains its own private server with firewall to maintain data integrity and prevent tampering. The full contents of the server will be backed up to an off site server daily. Only licensees and managers of Matanuska Apothecary have access to the main office.
Matanuska Apothecary surveillance system data will be protected through a private server with a firewall to prevent tampering and provide extra security in maintaining all of Matanuska Apothecary records and all information stored to be compliant with HIPPA Regulations as well as protecting all information being unknowingly transferred or tampered.

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Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

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

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

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

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

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

Section 6 – Employee Qualification and Training

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

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

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

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

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

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

Matanuska Apothecary has policies and procedures that are designed to protect the employees and customers while maintaining security for restricted access areas.
Trained emergency response scenarios employees will be trained in;
- Robberies
- Theft
- Natural Disasters
- Hostage
- Medical
- Fire

Matanuska Apothecary staff members are also continually educated in new and changing regulatory landscape during monthly required store meetings.

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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.

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.

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.

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).

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:

When a Matanuska Apothecary licensee or employee prepares transfers of marijuana or marijuana product to another licensed marijuana business, they will first document the transfer in Matanuska Apothecary's inventory tracking system and generate the transport manifest thur METRC. The authorized employee will record the type of product, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of the departure and expected delivery, and the make, model and license plate number of the transporting vehicle. Matanuska Apothecary will use the METRC to report the type, amount, and weight of marijuana and marijuana product being transported and will generate the transport manifest. Once marijuana or marijuana product is ready to be transferred to another marijuana license facility a Matanuska Apothecary employee will weight and package product in an amount no larger than 10 pound package with a humidity packet to maintain proper storage conditions during transport, placed in an airtight, food safe, plastic containers and stored in a tamper evident security bin to protect the product from contamination and include its transport manifest.
The licensee, employee or agent transporting marijuana or marijuana product will verify the marijuana and/or marijuana product to be accurate with the transport manifest prior to departure. Shipments will be transported by an authorized licensee, employee or agent of Matanuska Apothecary. Marijuana and marijuana product will be transported in a locked safe in a secure storage compartment inside of the vehicle transporting. The shipping container will not be opened at any time during active transportation. Marijuana or marijuana products will be stored in a plastic storage container with tamper-proof zip ties and a lock securing the container for transport. The container will be placed inside the vehicle transporting, inside the rear of the vehicle and out of direct sight.

Received by AMCO 5/14/2021

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

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

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

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

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

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

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

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

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

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

We intend to post one sign on the exterior of the building near the main entrance on the west side of the building, no bigger than 4,800 square inches.

Received by AMCO 5/14/2021

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):

Matanuska Apothecary intends to utilize multiple mediums to advertise, all advertising will include warning statements verbatim as set forth in regulations. The following will be utilized for advertising;
Literature - describing our products that is intended to be used at the retail level to help facilitate in budtenders educating customers on our product lines.
Print Media - Newspapers & Magazines
Online Media - Websites, social media and search engines
Television & Radio when in partnership with non profit cooperation support

MATANUSKA
APOTHECARY

MATANUSKA
APOTHECARY

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

Signature of licensee

Caleb L Saunders

Printed name of licensee

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

My commission expires: 12-13-22

Subscribed and sworn to before me this 11 day of May, 2022.

Received by AMCO 5/14/2021

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-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:	Matanuska Apothecary, LLC	**MJ License #:**	27222		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E. Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	Alaska	**ZIP:**	99645

License # 27222

Received by AMCO 5/14/2021

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

Caleb Saunders

Printed name of licensee

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

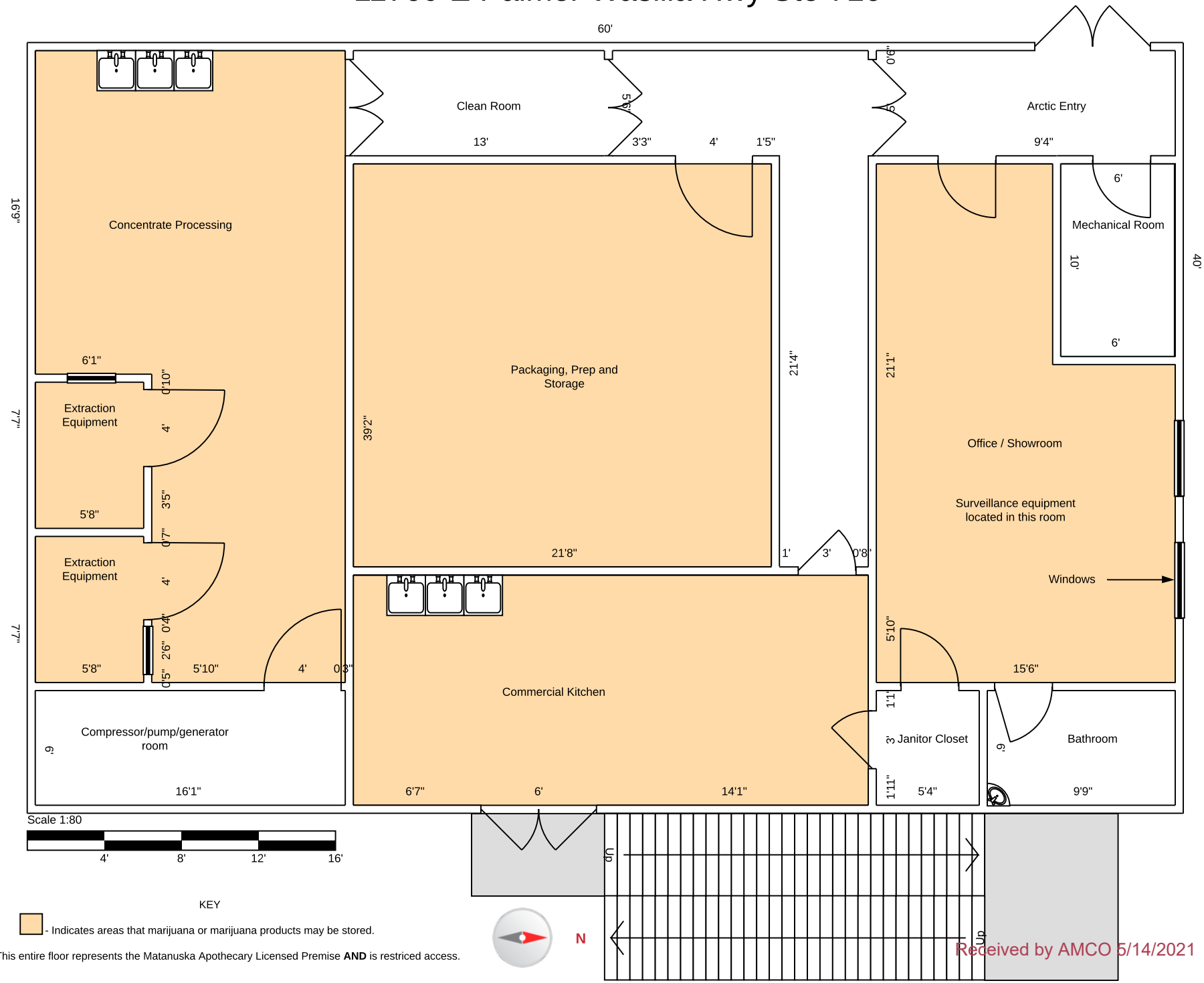
Notary Public in and for the State of Alaska

My commission expires: 12-13-22

Subscribed and sworn to before me this 11 day of May, 2021.

Received by AMCO 5/14/2021

Matanuska Apothecary, LLC Lic# 27222 Diagram 1
11709 E Palmer Wasilla Hwy Ste 710



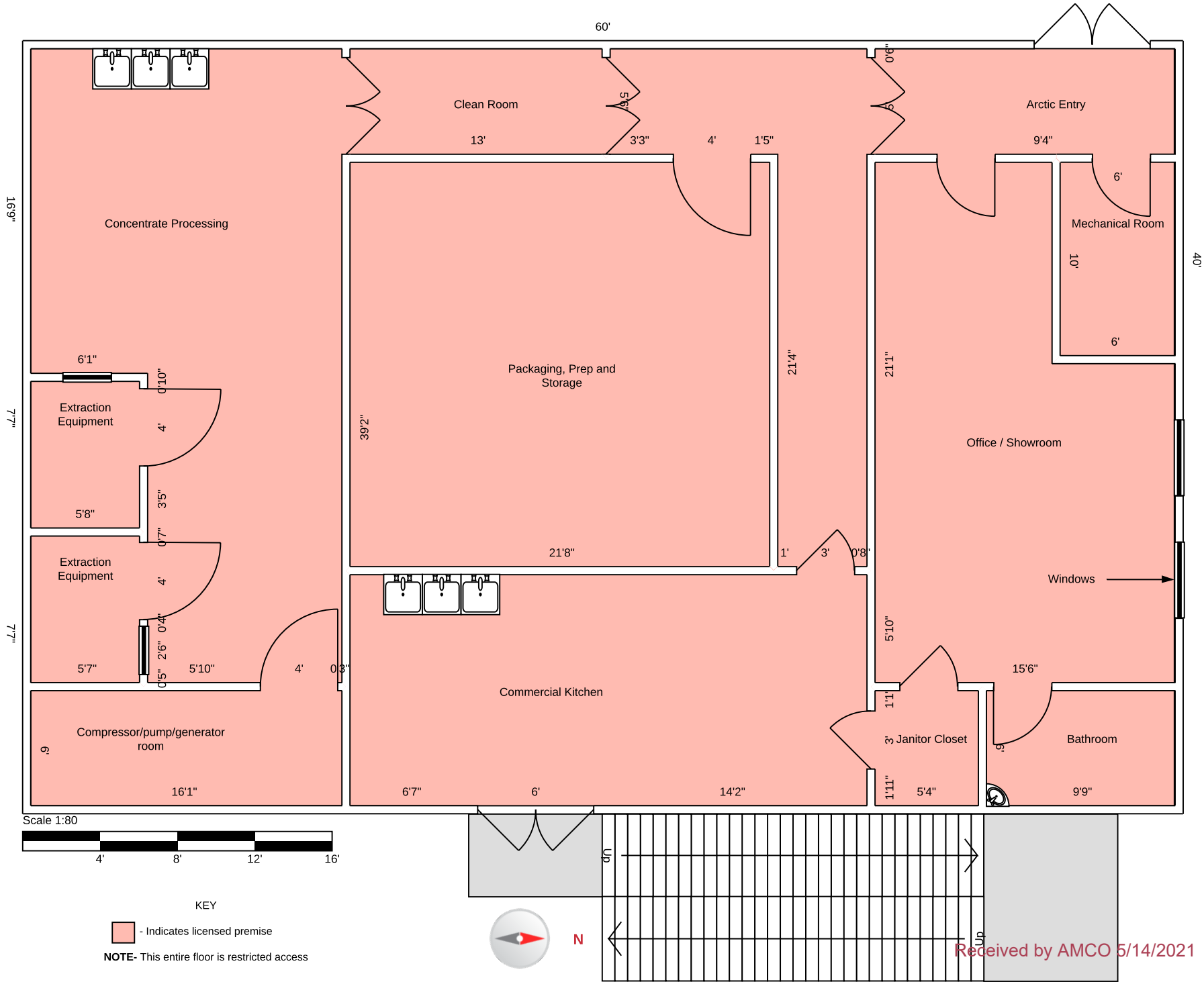
KEY

- Indicates areas that marijuana or marijuana products may be stored.

NOTE- This entire floor represents the Matanuska Apothecary Licensed Premise **AND** is restriced access.

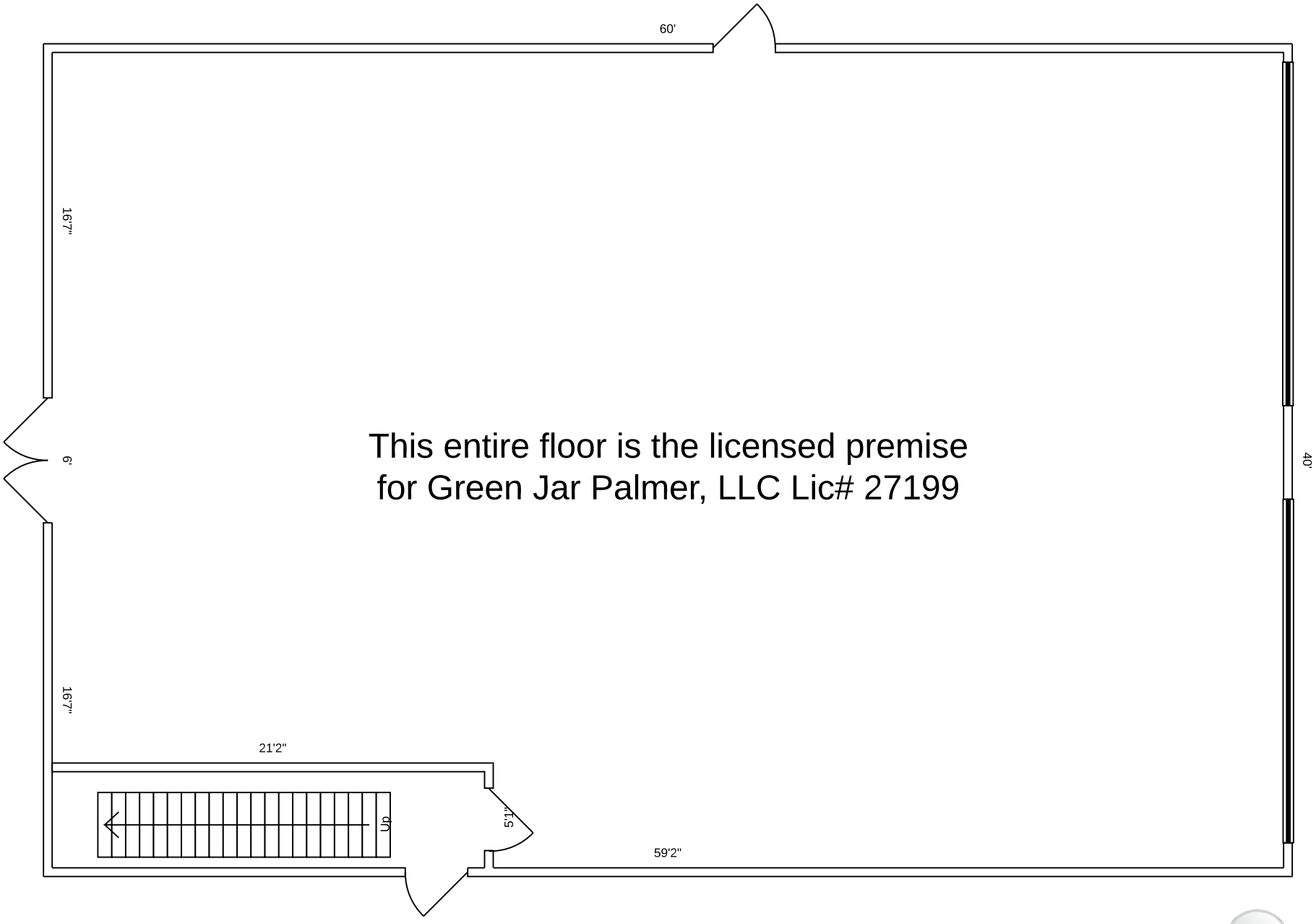
Received by AMCO 5/14/2021

Matanuska Apothecary, LLC Lic# 27222 - Basement - Diagram 2 & 5
11709 E Palmer Wasilla Hwy Ste 710



Received by AMCO 5/14/2021

Matanuska Apothecary, LLC Lic# 27222 - 2nd Floor - Retail
11709 E Palmer Wasilla Hwy Ste 420



Scale 1:80

4' 8' 12' 16'

Note - There is no interal access between this floor and basement below.

N

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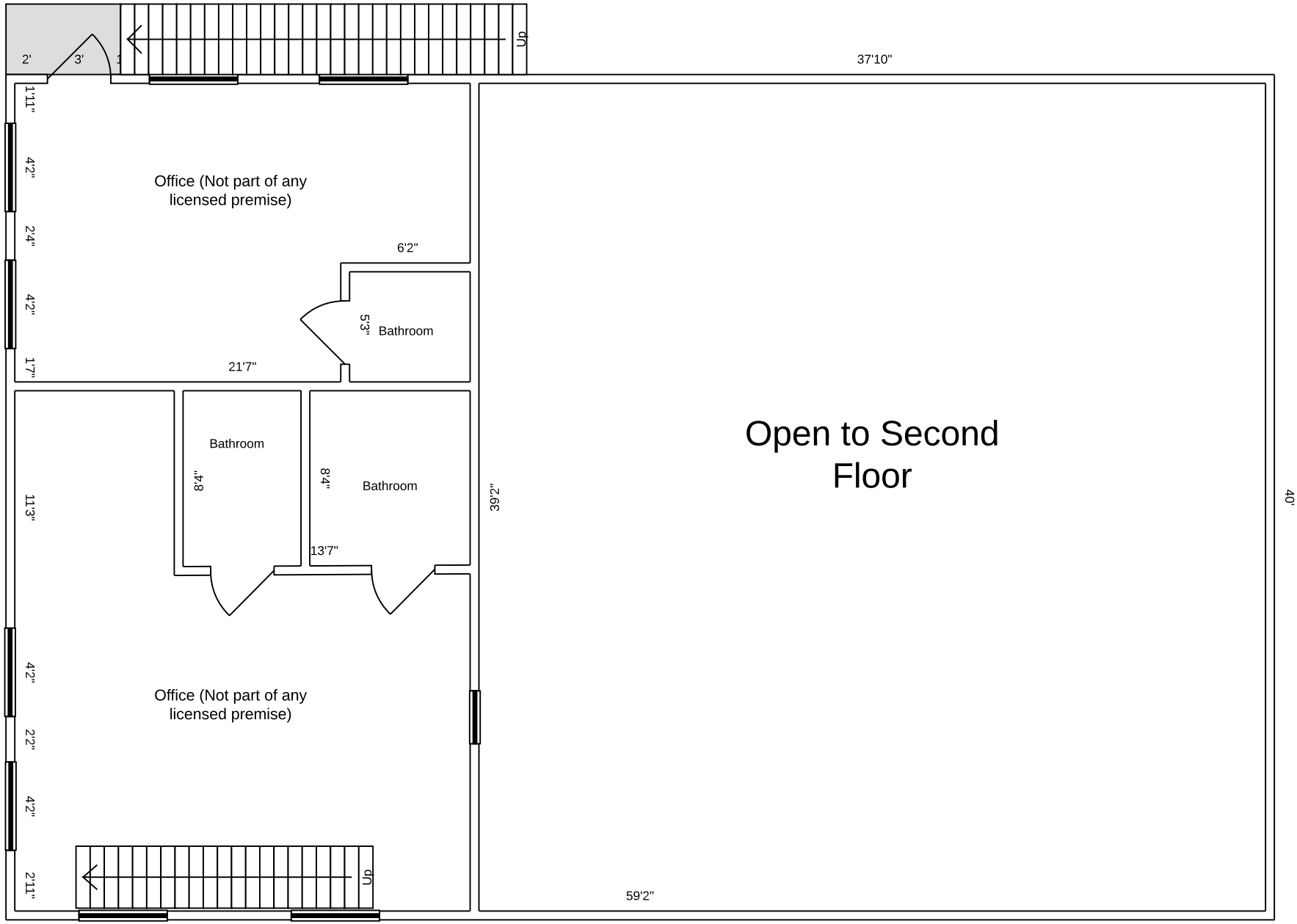
Matanuska Apothecary, LLC Lic# 27222 - 3rd Floor - Offices
11709 E Palmer Wasilla Hwy Ste 907



Scale 1:80

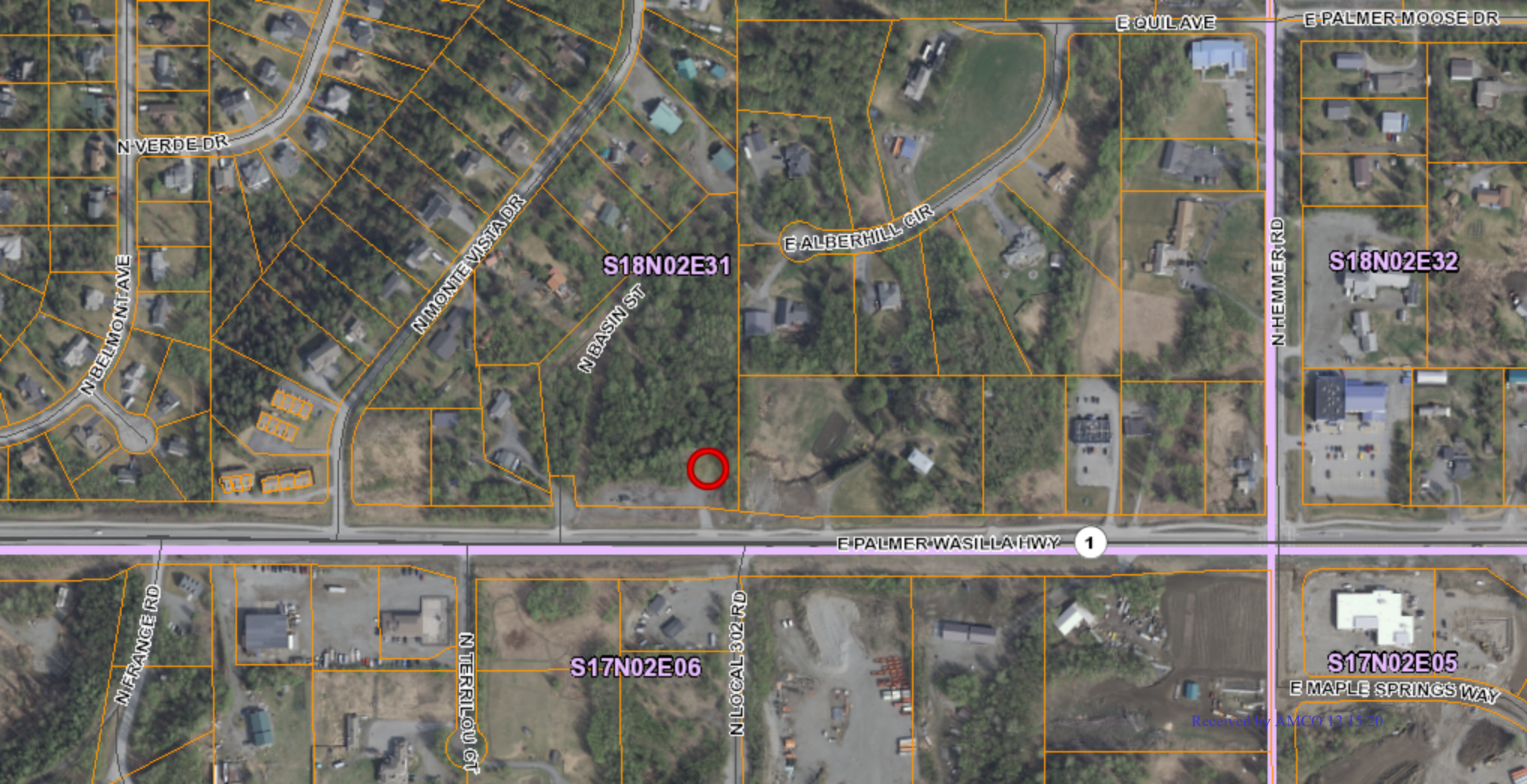
4' 8' 12' 16'

KEY

This entire floor is not part of any licensed premise.

N

Received by AMCO 5/14/2021



Received by AMCO 12.15.20

PROPERTY INFORMATION

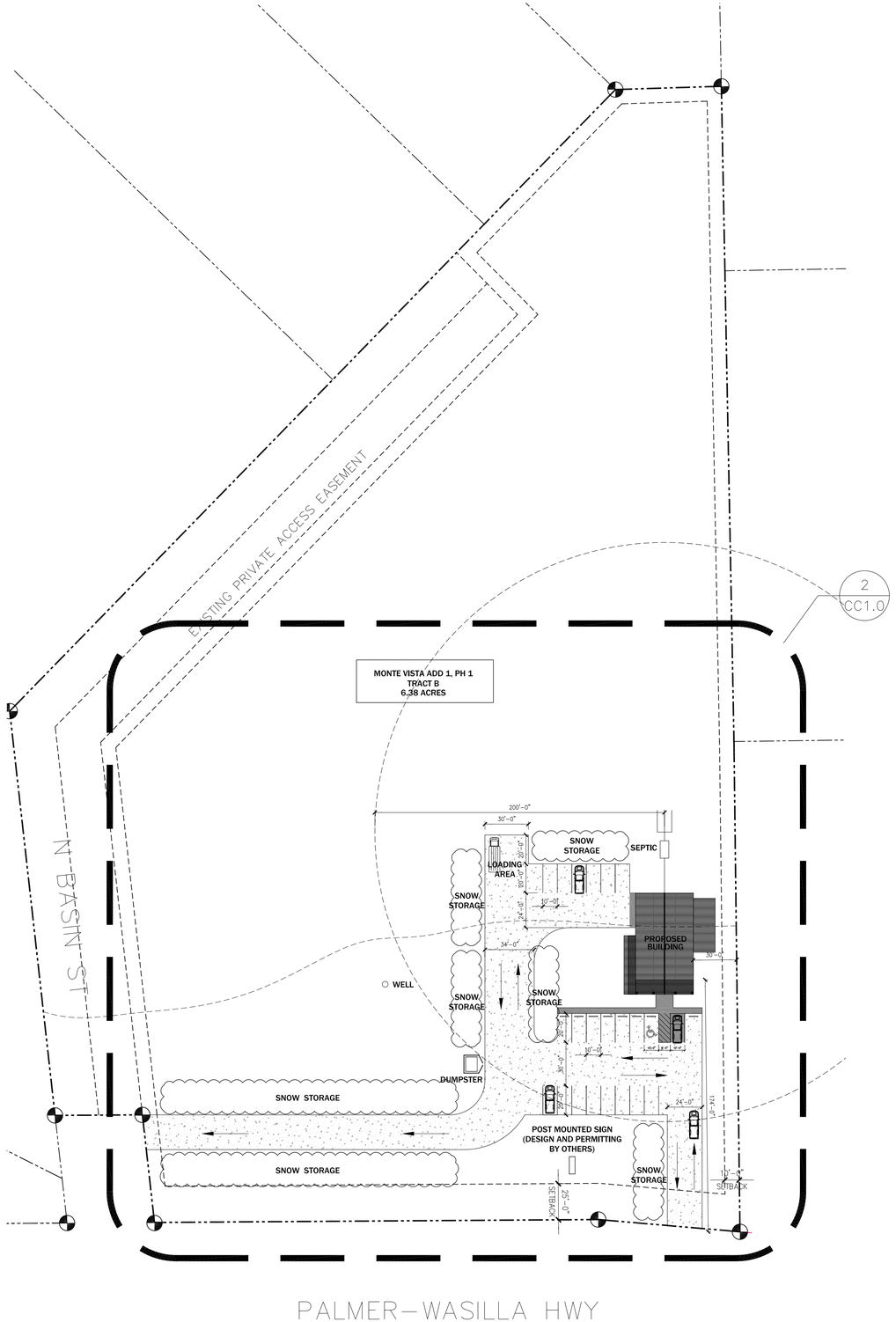
LEGAL DESCRIPTION:
MONTE VIS ADD #1 PH I TRACT B

STREET ADDRESS:
11709 E PALMER-WASILLA HWY

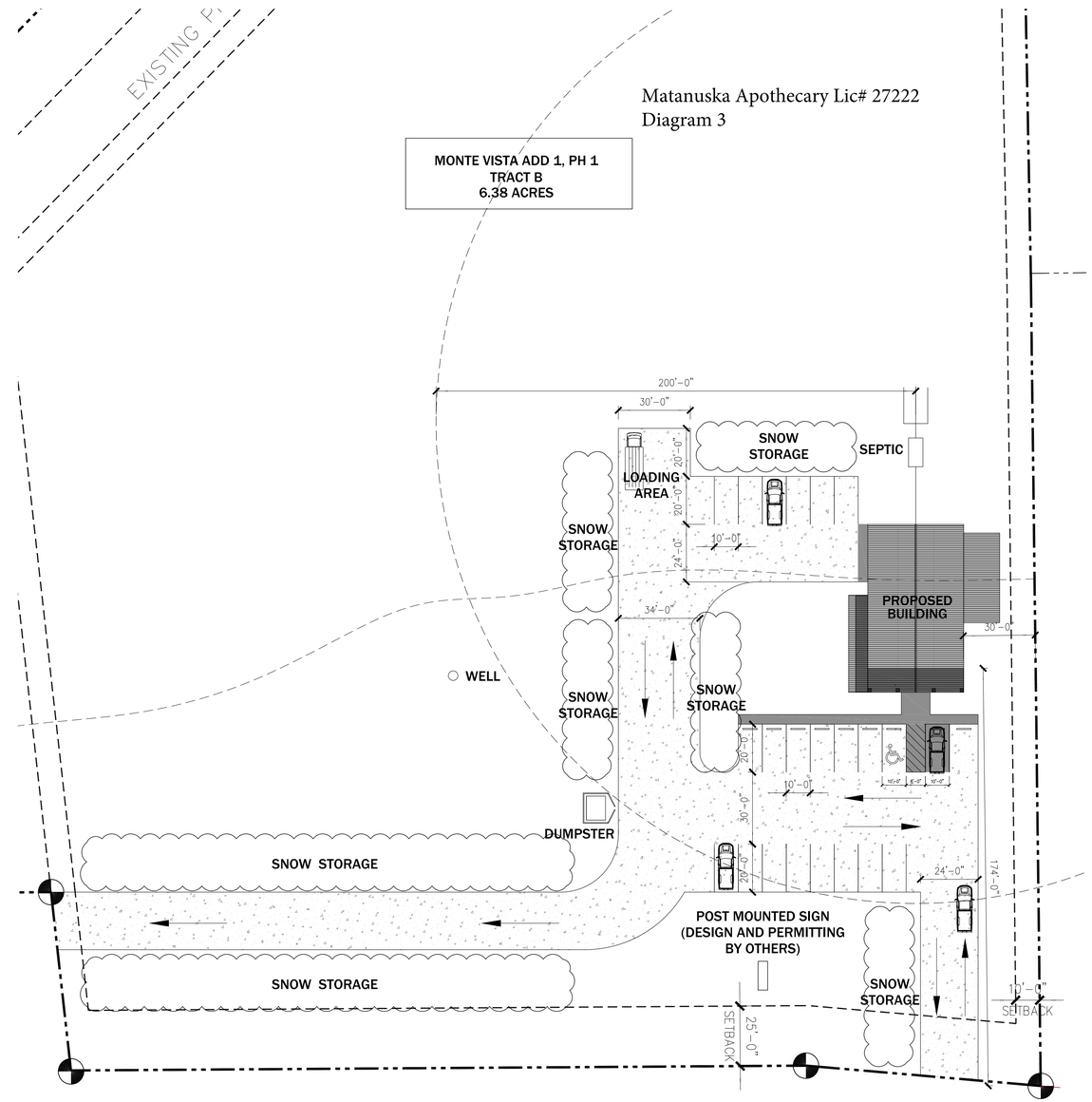
SIZE:
6.38 ACRES

LEGEND

- PAVING
- GRAVEL
- LAWN AREA / LANDSCAPING (1,218 SF)
- SNOW STORAGE AREA



1 CC1.0 OVERALL SITE PLAN
N.T.S.



2 CC1.0 ENLARGED CONCEPTUAL SITE PLAN
1" = 20'-0"

907 Architecture LLC
PO Box 875570, Wasilla, Alaska 99687
PH 907.632.6487 C.O.A. #101114

STATE OF ALASKA 49TH Matthew Wilson No.13556 7.11.2020 REGISTERED PROFESSIONAL ARCHITECT

DHARMA PALMER BUILDING
11709 E. PALMER-WASILLA HWY
PALMER, ALASKA 99645

CONSTRUCTION DRAWINGS

REVISIONS:

DRAWN BY: MFW
CHECKED BY: MFW
DATE: 7.11.2020
JOB NUMBER: 19155.00

SHEET CONTENTS:
CONCEPTUAL SITE PLAN
PROPERTY INFORMATION
LEGEND

CATEGORY	SHEET
CC	1.0

XREF:

PLOTTING DATE:

Received by AMCO 12.15.20

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-05: Marijuana Product Manufacturing Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana product manufacturing 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 5** 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 306.520(3).

What additional information is required for cultivation facilities?

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

- Equipment, compounds, and processes to be used
- Waste disposal
- Testing procedure and protocols
- Proposed marijuana concentrates and marijuana products
- Proposed product packaging and sample labels
- Prohibitions

This form must be completed and submitted to AMCO's main office before any new or transfer application for a marijuana product manufacturing facility or marijuana concentrate manufacturing 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:	Matanuska Apothecary, LLC	**MJ License #:**	27222		
License Type:	Marijuana Product Manufacturing				
Doing Business As:	Matanuska Apothecary , LLC				
Premises Address:	11709 E. Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	Alaska	**ZIP:**	99645

Received by AMCO 5/14/2021

Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake, flow, and transfer of marijuana, marijuana concentrate, and marijuana product at and from your premises:

All shipments of marijuana and marijuana product that arrives at Matanuska Apothecary's licensed premise will first be greeted by a designated member of staff and verify the transports manifest. Upon verification of the transporter and manifest the designated employee will sign the transporter in utilizing the visitors log. Once logged the designated employee will verify marijuana and marijuana product weights and totals against the METRC manifest to verify correct quantities. Any discrepancies will be logged in METRC and corrected. Once verified marijuana and marijuana product will be received. Once received marijuana and marijuana product will be stored properly on the license premise. All marijuana and marijuana products will be tracked in METRC from intake to its use in a manufactured product. Once marijuana product is created the batch will be stored in proper storing conditions considering the product type and a random sample batch will be sent for testing. Once passing testing results are received from the laboratory, marijuana and marijuana products will be packaged and prepared in compliance with regulations. Once packaged in accordance to regulation the product will be prepared for transfer by an agent of Matanuska Apothecary. All transfers will be entered into METRC and a transport manifest will generated. Once prepared for transfer marijuana product will be placed into a locked container along with testing results and a manifest will be adhered to the exterior of the shipment.

Section 3 – Equipment and Compounds to be Used

Review the requirements under 3 AAC 306.555.

3.1. Describe the equipment and solvents, gases, chemicals, and other compounds the marijuana product manufacturing facility will use to create marijuana concentrates:

Matanuska Apothecary will be using the following equipment, gases, solvents, chemicals, and other compounds in accordance with 3 AAC 306.555: CO2 extraction machine(s) with support equipment, rotary evaporator(s), vacuum oven(s), freezer(s), refrigerator(s), vacuum pump(s), ultrasonic bath(s), water/bead bath(s), water circulator(s), chiller(s), homogenizer(s), mixer(s), grinder(s), centrifuge(s), stir-plate(s), cold trap(s), scale(s), short path distillation equipment, filter(s), chromatography column(s), filtration column(s), air compressor(s), spray drier(s), rosin press(es), pressure-rated crystallization vessel(s), CO2, Heptane, Nitrogen, Ethanol, Isopropyl Alcohol, Mag-Sil, Activated Alumina, Bentonite Clays, Activated Carbon, Sodium Bicarbonate, Citric Acid, silica gels, molecular sieves, Sodium Chloride (NaCl), Diatomaceous Earth (Celite).

Received by AMCO 5/14/2021

Section 4 – 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

4.1. The marijuana product manufacturing 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.

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

Matanuska Apothecary expects the following marijuana and marijuana waste at the manufacturing facility; contaminated or infected marijuana or marijuana products, marijuana or marijuana products deemed by the licensee or manager as unfit for sale or consumption for any reason, marijuana product that fails testing, marijuana plant waste created during the extraction process, marijuana and marijuana product that becomes expired, and other marijuana or marijuana product waste as determined by the MCB or director. Once marijuana and marijuana product is deemed waste, it will be separated from all other marijuana and marijuana products and securely stored in locked bins on the license premises and an email notification will be sent to enforcement at least 72 hours prior to rendering the waste unusable as well as recording the waste in METRC. All solid biomass waste and marijuana product waste will be ground in a grinder and then mixed with other solid compostables waste such as; food waste, yard waste, vegetable based grease/oils, or non-compostable waste such as paper waste, plastic waste, cardboard waste, and soil until the mixture is no more than 50% marijuana waste. Liquid marijuana waste such as concentrates will be mixed with at least equal parts of non-marijuana waste and the stored away from all other marijuana and marijuana products in locked containers on the premises, inside the facility in the locked waste container then transferred to the outdoor locked container once rendered unusable. The waste will then be picked up by the local waste truck and taken to the landfill. The logged information will be available to AMCO upon request, and securely stored.

Received by AMCO 5/14/2021

Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.520 and 3 AAC 306.550.

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. I will ensure that any individual responsible for collecting random samples for required laboratory testing under 3 AAC 306.550 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.

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

5.2. Will the marijuana product manufacturing facility be performing in-house testing (as defined under 3 AAC 306.990(b)(20)? ☐ ☑

If "Yes" to 5.2, you must be able to certify the statement below. Read the following and then sign your initials in the box: Initials

5.3. The area where in-house testing will occur is clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.

5.4. Describe the testing procedures and protocols the marijuana product manufacturing facility will follow:

Matanuska Apothecary will designate an employee who will be responsible for collecting a random sample from each production lot to be sent to the licensed testing facility. The designated employee will sign a statement certifying that the sample was randomly selected. A copy of the signed statement will accompany the sample to the testing facility and another copy will be filed on site as a business record. The sample will be transported to the testing facility by a Matanuska Apothecary agent. The remainder of the production lot will be segregated from all other marijuana and marijuana products in secure containers until the testing results are received. During the quarantine period, all product will be securely stored on site and then Matanuska Apothecary will ensure the products are kept cool and dry to prevent contamination or loss of efficacy. A copy of the testing results will be stored in the office on site as an official business record and will be made available to AMCO upon request.

Received by AMCO 5/14/2021

Section 8 – Prohibitions

Review the requirements under 3 AAC 306.510.

8.1. I certify that the marijuana product manufacturing facility will not: Initials

a. **sell, deliver, distribute, or transfer any marijuana, marijuana concentrate, or marijuana product directly to a consumer, with or without compensation;**

b. **allow any person, including a licensee, employee, or agent, to consume marijuana, marijuana concentrate, or marijuana product on the licensed premises; or**

c. **manufacture or sell any product that is an adulterated food or drink, closely resembles a familiar food or drink item including candy, or is packaged to look like candy, or in bright colors or with cartoon characters or other pictures or images that would appeal to children.**

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

Signature of licensee

Caleb Saunders

Printed name of licensee

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

My commission expires: 12-13-22

Subscribed and sworn to before me this 11 day of May, 2021.

Received by AMCO 5/14/2021

Alcohol and Marijuana Control Office
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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:	Matanuska Apothecary, LLC	**License Number:**	27222		
License Type:	Marijuana Product Manufacturing				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E. Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	Alaska	**ZIP:**	99645

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: 10/04/2020 End Date: 10/18/2020

Other conspicuous location: Palmer Fred Myers

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

Signature of licensee

Caleb Saunders
Printed name of licensee

Official Seal
M. Sales
Notary Public-State of Alaska
My Comm. Expires 11/18/2023

M Sales
Notary Public in and for the State of Alaska

My commission expires: 11/18/2023

Subscribed and sworn to before me this 8th day of December, 2020.

Received by AMCO 5/14/2021

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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:	Matanuska Apothecary, LLC	**License Number:**	27222		
License Type:	Marijuana Product Manufacturing				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E. Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	Alaska	**ZIP:**	99645

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: 10/08/2020

Name/Title of LG Official 1: Adam Bradway Name/Title of LG Official 2: _____

Community Council: _____ Date Submitted: _____
(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

Caleb Saunders
Printed name of licensee

Official Seal
M. Sales
Notary Public-State of Alaska
My Comm. Expires 11/18/2023

Notary Public in and for the State of Alaska

My commission expires: 11/18/2023

Subscribed and sworn to before me this 8th day of December, 2020.

Received by AMCO 5/14/2021

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:

10/04/2020 10/11/2020 10/18/2020

AND THAT THE RATE CHARGED THEREIN IS NOT IN EXCESS OF

THE RATE CHARGED PRIVATE INDIVIDUALS.

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 19th DAY OF October, 2020.

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

NOTARY PUBLIC FOR STATE OF ALASKA

GREEN JAR
FR#7346 MARIJUANA PRODUCT
ACCOUNT NUMBER 410740

Received by AMCO 12.15.20

Marijuna Product Manufacturing Facility License

Matanuska Apothecary, LLC is applying under 3 AAC 306.500(a)(1) for a new Marijuana Product Manufacturing Facility license, license #27222, doing business as Matanuska Apothecary, LLC, located at 11709 E Palmer-Wasilla Hwy, Wasilla, AK, 99645, 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 99501FR#7346 Publish Dates October 4, 11, 18, 2020

Received by AMCO 12.15.20

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

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:	Matanuska Apothecary, LLC	**License Number:**	27222		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Melissa Siracusa		
Title:	Owner		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 5/14/2021

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
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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.

Melissa Siracusa
Signature of licensee

Notary Public in and for the State of Alaska

NOTARY PUBLIC
CINDY KIM
STATE OF ALASKA
MY COMMISSION EXPIRES April 04, 2023

Melissa Siracusa
Printed name of licensee

My commission expires: 04/04/2023

Subscribed and sworn to before me this 23rd day of November, 2020

Received by AMCO 5/14/2021

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
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Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jeffrey Devon		
Title:	Owner		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 5/14/2021

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Alaska Marijuana Control Board

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

Signature of licensee

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

Jeffrey Devon
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 11 day of May, 2021.

Received by AMCO 5/14/2021

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550 W 7th Avenue, Suite 1600
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Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Eric Bushnell		
Title:	Owner		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 5/14/2021

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

Signature of licensee

GLENDA SMITH
Notary Public
State of Alaska
My Commission Expires Aug 17, 2021

Notary Public in and for the State of Alaska

Eric Michael Buhnell
Printed name of licensee

My commission expires: 8/17/2021

Subscribed and sworn to before me this 11th day of May, 2021.

Received by AMCO 5/14/2021

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Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Dean Siracusa		
Title:	Owner		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 5/14/2021

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

Signature of licensee

NOTARY PUBLIC
CINDY KIM
STATE OF ALASKA
MY COMMISSION EXPIRES April 04, 2023

Notary Public in and for the State of Alaska

Dean Sirucka
Printed name of licensee

My commission expires: 04/04/2023

Subscribed and sworn to before me this 23 day of November, 2020.

Received by AMCO 5/14/2021

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License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Christopher Farris		
Title:	Owner		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 5/14/2021

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marijuana.licensing@alaska.gov
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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.

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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

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

Christopher Farris
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 11 day of may, 2021.

Received by AMCO 5/14/2021

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

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:	Matanuska Apothecary, LLC	**License Number:**	27222		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Caleb Saunders		
Title:	Owner		
SSN:	[redacted]	**Date of Birth:**	[redacted]

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Form MJ-09: Statement of Financial Interest

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State of Alaska
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Caleb Saunders

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Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Brian Roberts		
Title:	Owner		
SSN:	[redacted]	**Date of Birth:**	[redacted]

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Signature of licensee

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

Brian T. Roberts
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 13 day of May, 2021.

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Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Bailey Stuart		
Title:	Owner		
SSN:	[redacted]	**Date of Birth:**	[redacted]

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Signature of licensee

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

Bailey Stuart
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 13 day of May, 2021.

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License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Matanuska Apothecary, LLC				
Premises Address:	11709 E Palmer-Wasilla Hwy, Suite 710				
City:	Palmer	**State:**	AK	**ZIP:**	99645

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Ashley Siracusa		
Title:	Owner		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 5/14/2021

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Ashley Siracusa
Signature of licensee

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

Notary Public in and for the State of Alaska

Ashley Siracusa
Printed name of licensee

My commission expires: 12-13-22

Subscribed and sworn to before me this 13 day of May, 2021.

Received by AMCO 5/14/2021

LEASE

THIS AGREEMENT is made and entered into this **May 1, 2021** by and between Dharma Holdings, LLC 11709 E. Palmer-Wasilla Highway, Palmer, AK 99645. (Owner), and **Matanuska Apothecary, LLC DBA: Matanuska Apothecary (Tenant)**

For and in consideration of the rents, covenants, and conditions specified in this lease to be paid, performed and observed by Lessee, which are independent, Owner rents and leases to Lessee and Lessee takes and leases from Owner, the property described below upon the following terms, covenants and conditions:

1. Leased Property. Suite **710**, of the Dharma Palmer Building in Palmer, AK, located on Tract B, MONTE VISTO, ADDITION NO. 1, PHASE 1, Plat Number 83-241, according to the official plat thereof, records of the Palmer Recording District, Third Judicial District, State of Alaska, owned by Owner. The portion of the building leased and land on which it is situated are collectively referred to as "property" in this lease. **11709 E. Palmer-Wasilla Highway, Palmer, AK 99645**

a) The agreed floor area of the leased unit on the property is approximately **2400** square feet.

b) In addition to the above-described property, Lessee may have use of that portion of the land which is paved for parking until further notice (not a part of the lease terms).

The property is leased "as is" and the expense of any further or additional leasehold improvements, partitions or other improvements for the benefit of Lessee shall be borne by Lessee and constructed only in accordance with this lease.

2. Term. The initial term of this lease shall be for a period of Thirty-six **(36) months** (more or less), commencing on the **1st** Day of **May 2021**, and terminating at 12:00 midnight on the **30th Day** of **April 2024**.

The lease term will be for Thirty-Six **(36)** months, commencing **May 1, 2021**, and ending **April 30, 2024** unless sooner terminated as provided elsewhere in this lease.

Tenant has an option for a Three (3) year lease, at a base rate of $2,400.00 per month, with 1.5% annual increases, with the renewal.

3. Rent.

Lessee must pay rent in advance on or before the 1st day of each month during the term of this lease, at the minimum monthly rate of **$2,400.00**

a) Monthly rent to increase three (3%) percent annually from a monthly base of $2,400.00 in year one (1). For example in year 2 monthly rents would be $2,472.00, year three (3) monthly rent would be $2,546.16.

All rents due under the terms of this lease shall be payable in advance on the first day of each month. All rent checks shall be made payable to **Dharma Holdings, LLC 11709 E. Palmer-Wasilla Highway, Palmer, AK 99645**. Rent may be paid by personal check until a check is returned unpaid (NSF). If Landlord receives an NSF check, subsequent payments must be made by Cashier's Check, Certified Check, or Money Order. A service charge of **$30.00** will be paid to Landlord for all dishonored checks each time they are presented to the bank. Rent not paid on or before the 7th day of the month is delinquent, and a late fee of $25.00 will be due and payable in addition to the rent, plus an additional $10.00 late fee for each day the rent remains unpaid, beginning the 8th day of the month.

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4. Security Deposit: Lessee has on deposit to Owner the sum of **$2,500.00** as security for the faithful payment and performance of the obligations of Lessee under this lease. Should Lessee default with respect to any such obligation, including, but not limited to, payment of rent, Owner may use, apply or retain the whole or any part of such deposit to the payment of any sum in default of any other sum which Owner may be required to spend or incur by reason of such default. In such event, Lessee shall, within 10 days of written demand, deposit with Owner the amount so applied so as to restore the security deposit to its original amount.

Should Lessee fully and faithfully pay and perform all of the obligations of Lessee under this lease, and not otherwise, the security deposit will be returned to Lessee, without interest, within 30 days after expiration of the term.

In the event of a sale or leasing of the building, Owner will have the right to transfer the security deposit to the vendee or other transferee, and Owner will thereupon be deemed released by Lessee from all liability for its return.

No assignment or encumbrance of the interest of Lessee in the security deposit shall bind Owner except upon its prior written consent.

5. Notices. Any notice or demand which under the terms of this lease or any statute may or must be given or made by either party to the other, must be in writing and made or given by mailing the same by certified mail, return receipt requested, postage prepaid, addressed to the other party as provided below. When so mail, the notice or demand will be effective three days after the mailing date. Any demand or notice by or from Owner will be effective when personally delivered to any person who is in charge of the property for Lessee. The addresses of the parties are:

Owner: Dharma Holdings, LLC
11709 E. Palmer-Wasilla Highway, Suite 907
Palmer, AK 99645

Lessee: **Matanuska Apothecary, LLC**
DBA: Matanuska Apothecary
11709 E. Palmer-Wasilla Highway, Suite 420
Wasilla, AK 99654

Either party may designate in writing a new or other address to which the notice or demand must thereafter be given, made or mailed. Furthermore, when for purposes of demand or notice Owner uses the address at location, which she/he customarily communicates with Lessee, the demand or notice will be effective.

6. Use: The property may be used only for: **Marijuana Retailer.** Should the sale of Marijuana be banned in the Mat-Su Borough, the tenant may change the nature of the business with the owner's approval.

The use of the property described above is a substantial and important basis of the negotiations between the parties. Owner and Lessee agree that the property must be used as described above and may not be used for any other purposes. A waiver of this provision is effective only upon the express and written consent executed by the Owner.

7. Assignment and Subletting. Lessee will neither assign the leasehold created hereby nor any interest hereunder for any purpose, including a security purpose, nor sublet the property or any part thereof. Any such assignment or sublease shall be void. Neither will there be nor will Lessee permit any assignment by operation of law of the leasehold or any interest created by this lease. Owner and Lessee agree that this provision is absolute and under no circumstances is Lessee to assign or sublet or attempt to assign or sublet any portion of the property. Owner may, but only upon a prior written request, waive this provision. The parties agree that any such waiver is effective only by the prior, express and written consent of Owner. If

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Owner does waive this provision according to these terms, any assignment or sublease of the property will be subject to the following:

a) All assignments and sublettings must be in writing and duly executed by both parties. An executed original shall be delivered to Owner.

b) All assignment instruments must include language whereby assignee expressly assumes and agrees to pay the obligations of Lessee under this lease. No assignment shall release or diminish the obligations of Lessee for performance of Lessee's obligations hereunder and Lessee will remain liable as if no assignment were made. (That is, Lessee and assignee will be jointly and severally liable for such obligations.)

c) All sublease instruments must provide that the sublease is subject to all of the terms, covenants and conditions of this lease and must authorize Owner, at Owner's option, to collect rent from sublessee and apply it against the obligations of Lessee under this lease, without waiver of Owner's rights and remedies and without diminution of Lessee's obligations under this lease.

8. Encumbrances. The property is leased subject to easements, restrictions, reservations, conditions and covenants of record or appearing on the plat of the land; mortgages, deeds of trust and other security devices now or hereafter existing; governmental regulations, ordinances and statutes in effect now or in the future; and all other encumbrances of record.

9. Indemnification.

a) The Lessee will defend the Owner against all claims and lawsuits arising from any act, omission or negligence of the Lessee or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of Lessee in or about the property, or arising from any accident, injury or damage, including environmental and toxic waste damage or claims, however and by whomever caused, to any person or property occurring in or about the property. If a claim or lawsuit should be brought, the Owner may employ attorneys of his own selection to appear and defend the claim or lawsuit in his behalf, at the expense of the Lessee. The Owner will have the sole authority for the direction of the defense and will be the sole judge of the acceptability of any compromise or settlement of any claims or lawsuits against the Owner.

b) The Lessee further will save, hold harmless and indemnify the Owner for any and all damage, injury, loss, liability, costs, expenses, interest and attorney's fees that the Owner may suffer or become liable for as a result of claims or lawsuits arising out of the matters giving rise to the duty to defend described above. The Lessee's responsibility extends to liability resulting from the Owner's own negligence, but does not include the Owner's gross negligence, reckless or wanton conduct and willful misconduct.

c) The Lessee must give written notice to the Owner of any act or occurrence involving a claim, demand, liability, lawsuit or item of cost related to this agreement to defend and indemnify within seven days after the Lessee has knowledge of the act or occurrence. Failure of Lessee to gain such knowledge until some time after such act or occurrence will not excuse the giving of this notice, if in the exercise of reasonable care, the Lessee should have know of it.

10. Condemnation. If all of the property or such portions of the building as may be required for the reasonable use of the property is taken by eminent domain, this lease will automatically terminate as of the date Lessee is required to vacate the property and all rent must be paid to that date. In case of a taking of a part of the property, or a portion of the building not required for the reasonable use of the property, then this lease will continue in full force and effect and the rent will be equitably reduced based on the proportion by which the floor area of the property is reduced. The rent reduction is to be effective as of the

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

11. Use, Occupancy and Care of the Leased Property: At all times during the term hereof, Lessee must:

a) Keep the property and the land clean, safe and orderly, including front and rear outside walk areas for your unit, including removal of sidewalk snow/ice (directly in front of your unit);

b) Conduct activities upon and generally maintain the property in such a manner with such care that injury to persons and damage to property does not result therefrom;

c) Not use the property in such manner that will increase the rate of fire and extended coverage insurance, or which will cause cancellation of the insurance or will make coverage unavailable;

d) Make no alterations or improvements in the property or incorporate fixtures therein without the written consent of the Owner, except as provided in this lease;

e) Not damage the property or the building while moving equipment to, within and from the property;

f) Not use any plumbing facilities in the building except for their intended purposes;

g) Not use or permit any part of the property to be used for any unlawful or unauthorized purposes;

h) Comply with Borough, State, and other governmental laws, statutes, ordinances, rules and regulations of whatever type and nature, including, but not limited to, zoning ordinances, health, fire, safety and environmental regulations, including the maintenance of fire extinguishers and emergency lights on the property;

i) Not cause or permit any waste, damage or injury to the property;

j) Keep the property as now or hereafter constituted with all improvements made thereto;

k) Replace at Lessee's own expense all broken glass, and replace light bulbs as required:

I) Remove from property, the building, and the land all movable personal property placed there by Lessee at the expiration or termination of this lease.

12. Signs. Lessee may erect, install, post or other-wise place any signs on the exterior of the building or on the property only with the prior written approval of the Owner. Owner may demand the removal of signs which are not so approved, and Lessee's failure to comply with such a request within 48 hours will constitute a breach of this paragraph and will entitle Owner to terminate this Lease to cause the sign to be removed and the building repaired at the sole expense of the Lessee. At the termination of this lease, Lessee will remove all signs placed by it upon the premises, and will repair any damages caused by such removal. All signs must comply with governmental sign laws, regulations, and permit requirements.

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13. Removal of Property. If lessee fails to remove any of his property of any nature whatsoever from the property at the expiration or termination of this lease, or when Owner has the right of re-entry, Owner may, at his option, remove and store said property without liability for loss thereof and damage thereto, such storage to be for the account and at the expense of lessee.

Except as follows: **If any Marijuana or Marijuana products are left on the premise the owner or property manager will contact AMCO Enforcement to remove them from the premise.**

If Lessee does not pay the cost of storing any such property within 3 days of receipt of notice given by Owner pursuant to Paragraph 5 hereof, Owner may sell the property at either public or private sale, and in a manner and at such times and places as Owner in his sole discretion deems proper, so long as such sale would be deemed commercially reasonable under the Uniform Commercial Code for sales of repossessed collateral. Owner will apply the proceeds of the sale: first, to the cost and expense of the sale, including a reasonable attorney's fee actually incurred; second, to the payment of the costs or charges for storing any such property; third to the payment of any other sums of money which may then be or thereafter become due Owner from Lessee under any of the terms of this lease; and fourth, the balance if any, to the Lessee. As an alternative to the foregoing, Owner may distrain Lessee's property for rent.

14. Utilities and Services: Lessee must have all utilities and services placed in his name, and pay any required utility deposits within 10 days of the date of this lease. Lessee agrees that should Lessee fail to have utilities placed in his name y the 10th day after the date of this lease, Lessee will pay to Owner the sum of $50.00 and an additional $50.00 for each succeeding month in which the utilities are not placed in Lessee's name.

In addition to the $50.00 fee(s) described above, Lessee agrees to reimburse Owner for all utilities paid by Owner for the leased property during the term of this lease. Lessee will be financially responsible for the various utilities as follows:

a) Electricity

b) Gas and Fuel Oil

c) Trash Removal

d) Telephone

e) Janitorial

15. Default:

a) The occurrence of one or more of the following events will constitute a default and breach of this lease by the Lessee:

i) Violation or breach or failure to keep or perform any covenant, agreement, term or condition of this lease which continues or is not remedied within 20 days (or for rent with 7 days)

ii) Vacation or abandonment of the property by Lessee. Lessee will be deemed to have abandoned or vacated the premises upon failure to be open for business for 7 consecutive days.

iii) Property remaining unoccupied for a period of 7 days.

iv) Dissolution, other termination of existence, or insolvency in any sense of Lessee or its business.

v) Filing by or against Lessee in any court pursuant to any stature, either of the United States or any State, for the appointment of a receiver or trustee of all or a

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portion of the Lessee's property, or an assignment by the Lessee for the benefit or creditors.

b) No notice specifying the matter or matters claimed to be in default from Owner to Lessee is required.

c) Failure to perform a covenant or fulfill a condition, agreement, to term contained herein constitutes a default regardless or other consequences of such failure as provided for herein, as in the case where an assignment or sublease without consent is void.

d) Upon occurrence of a default, or defined in "A" above, Owner may at his option declare Lessee's rights under this lease immediately terminated, re-enter the property using such force as in necessary, and without further notice, remove all persons and property from the property and repossess it. Owner shall be deemed to have an immediate right to possession of the property and Lessee must peacefully surrender the same.

No judicial action will be necessary to effect such termination.

e) At any time after termination Owner may, but will not be obligated to relet the property or any part thereof in the name of the Owner, or otherwise, for a term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this lease) and on such conditions as Owner may determine appropriate, and may collect and receive the rent therefor, Owner will not be responsible or liable for any failure to relet the property or any part thereof, or for any failure to collect any rent due upon any such reletting.

f) Such re-entry and termination notwithstanding the liability of Lessee for payment of all amounts required to be paid by Lessee under this lease, including payment of the full rental provided herein for what would otherwise have constituted the balance of the term of this lease will not be extinguished and Lessee must make good to Owner the expenses and damages suffered by Owner as a result of the default, repossession and reletting, including, without limitation brokerage commissions, legal expenses, renovation expenses, alteration expenses, advertising expenses an any rental deficiency resulting from reletting the property at a lesser rate.

g) Lessee must pay any rental deficiency to Owner monthly on the days on which the rent would have otherwise been payable under this lease, provided, however, that any time after termination, whether or not the Owner will have collected any monthly deficiency, Owner will entitled to recover from the Lessee and the Lessee will be obligated to pay to Owner as liquidated and agreed upon damages by Lessee's default, an amount equal to the difference between the rent and lease charges reserved hereunder for what otherwise would have constituted the balance of the lease term, and the lesser of fair rental value of the premises determined as of the occurrence of default or as of the date of trial or arbitration of such dispute. Nothing in this article will be deemed to limit or prejudice the right of the Owner to prove and recover damages caused by such default an amount equal to the maximum allowed by any statute or rule of law.

16. Subordination: This lease is subject and subordinate to all mortgages, deeds of trust and other security devices now existing or hereafter placed against all or any part of the land and improvement of which the property is a part, and to any and all advances made or to be made thereunder, interest thereon, and all renewals, placements or extensions thereof. This article is self-operative and no further instrument of subordination, non-disturbance or attornment is or will be necessary. Upon five days written request by Owner, Lessee agrees to promptly execute and deliver to Owner a writing in recordable form confirming the subordination in form and content satisfactory to a prospective mortgagee or beneficiary of a deed of trust; provided, however, that the writing must preserve the right of Lessee of to remain in possession of the

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property until expiration or earlier termination of this lease upon execution and delivery by Lessee of a written agreement of attornment.

17. Insurance:

a) Liability. Lessee must, during the entire term hereof, keep in full force and effect a policy of public liability insurance with respect to the property, its appurtenances and the activities of, including the business operation by Lessee on the property in which the minimum limits of public liability coverage per occurrence must be $1,000,000 for bodily injury or death and $100,000 for property damage. The policy must name Owner, any person, firm or corporation designated by Owner, and Lessee as "insured" and must contain a clause that the insurer will not cancel or change the insurance without first giving the Owner ten (10) days' prior written notice. The insurance must be with an insurance company qualified to be business to the State of Alaska and a copy of the policy or certificate of insurance must be delivered to Owner.

b) Casualty. Lessee understands and agrees that any casualty insurance deemed appropriate to protect the interests of Lessee must be secured by and paid for by Lessee at the time of execution of this lease and as a condition to the effectiveness of this lease.

18. Surrender of Property: Lessee on the last day of the term, or on the last day of a renewal or extension term or upon earlier termination of this lease, must peaceably and quietly leave and surrender the property in as good condition as on commencement of the term, ordinary wear and tear and damage that Owner has been fully compensated for by insurance proceeds excepted.

19. Holding Over: If Lessee shall remain in possession of said property after the termination of this lease or after the expiration of said term without a proper extension renewal of this lease, Lessee for the purpose of calculation of the rental obligation only, will be deemed to occupy the property as a Lessee from month to month at twice the minimum rent herein reserved.

20. Access: Owner, their agents, employees and designees **w/ an escort from Matanuska Apothecary (must be 21 years of age or older)** will have the right to enter the property at all reasonable time to inspect the same, to clean, repair, maintain, altar or improve the property or the building, to post "Notices of Non-Responsibility", to preserve and protect the property and the building and to show the property within the period of 180 days prior to expiration of the term of this lease. When reasonably deemed necessary, Owner may temporarily close entrances, doors, hallways, elevators or other facilities without liability and without such acts being construed as an eviction of Lessee or in any way relieving Lessee for the obligation of Lessee under this lease. The right of entry reserved herein does not impose, or does Owner assume by reason thereof any responsibility for care, maintenance, or supervision of the property beyond such obligations as are expressly set forth elsewhere in this lease. Lessee shall not install any other locks on the entrances to the premises or on the doors inside the premises, or modify existing locks on the premises, except with the prior written consent of the Owner. The Lessee shall not duplicate any key to the premises.

21. Liens: Lessee must keep the land building and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded or should a lien be recorded by reason of a claim against Lessee, or acts or omissions of Lessee, Lessee must forthwith and within ten (10) days of learning of such recording cause the same to be canceled and discharged of record.

22. Alterations: Lessee must not make any alterations, additions, changes or improvements to the property without the prior written consent of the Owner, and, where requested by Owner, in accordance with plans and specifications approved by Owner. When such consent by the Owner is given all workmanship involved and material used will be of a quality consistent with the construction of the property at the start of the lease term. If the Owner feels, solely at the discretion of the Owner, that the Lessee has allowed such inferior materials or workmanship to become a part of the property at any location or for whatever purpose, then, immediately following written notification of such deficiency to Lessee, Lessee must promptly cause such deficiency to be remedied to the satisfaction of the Owner. All contractors involved in

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such alterations must be approved by the Owner prior to commencing work. Alterations and improvements, such as carpet, light fixtures, stud walls, doors and all other alterations will be the expiration or earlier termination of this lease, become the property of the Owner except where Owner has otherwise agreed in writing.

23. Waiver of Subrogation: Owner and Lessee hereby grant to each other, on behalf of the insurer providing fire and extended coverage insurance to either of them covering the property, the improvements therein and contents thereof, a waiver of any right of subrogation that any such insurer of any one party may acquire against the other party by virtue of payment of such loss under such coverage.

24. Owner's Cure of Default by Lessee: If Lessee fails to cure a default within the time period provided in this lease, Owner may, at the expense of Lessee, cure any default by Lessee hereunder, but will not be required to do so. Lessee must reimburse Owner for all amounts expended for curing any defaults, including attorney's fees and other incidental expenses. Such amounts, together with interest at the maximum lawful rate of interest, will be deemed additional rent payable when the installment of rent next following the expenditures is due. Any actions by Owner to cure shall not be construed as a waiver of any part of this lease or of any right or remedy of Owner.

25. Costs and Attorney's Fee: If Lessee or Owner bring any action for any relief against the other, declaration or otherwise, arising out of this lease, including any suit by Owner for the recovery of rent or possession of the property, the losing party must pay the successful party a reasonable sum for costs and attorney's fees.

26. Owner's Liability: Anything in this lease to the contrary, notwithstanding covenants, undertaking and agreements herein made on the part of Owner are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Owner's general partners personally or the assets of Owner's general partners except Owner's interest in the property and building, but are made and intended for the purpose of binding only the Owner's interest in the property and building. No personal liability or personal responsibility is assumed by, nor will at any time be asserted or enforceable against Owner's general partners or their heirs, legal representatives, successors, or assigns on account of the lease or on account of any covenant undertaking or agreement of the Owner in this lease.

27. Estoppel Certificates: Lessee must, from time to time, upon written request of Owner, execute, acknowledge and deliver to Owner or its designee a written statement stating: the date this lease was executed and the date it expires; the amount of minimum monthly rental and the date to which such rental has been paid; a certification that this lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date of agreement so effecting this lease); that this lease represents the entire agreement between the parties as to this leasing; that all conditions under this lease to be performed by Owner have been satisfied, including, but without limitation, all co-tenancy requirements; that all required contributions by Owner to Lessee on account of Lessee's improvements have been received; that on this date there are no existing defenses or offsets which the Lessee has against the enforcement of this lease by the Owner; that no rental has been paid in advance of the time payment herein provided; and that no security has been deposited with Owner (or, if so, the amount thereof). It is intended that any such statement delivered pursuant to this Article may be relied upon by a prospective mortgagee upon Owner's interest. If Lessee fails to respond within 15 days of written notice to Lessee requesting such certification, Lessee will be deemed to have given such certificate as above provided without modification, and will be deemed to have admitted the accuracy of any information supplied by Owner with regard to the commencement and expiration date of this lease, the date Lessee entered into occupancy of the property, the amount of Lessee's minimum monthly rental, and the date to which such rental has been paid.

28. Owner and Lessee Not Partners. The Owner and the Lessee do not intend, and this lease and the agreements contained in it should not be construed, to create a co-partnership by the between the Owner and the Lessee, nor to make them joint ventures, nor to make Lessee in any way responsible for the debts and/or losses of the Owner, nor to make the Owner in any way responsible for the debts and/or losses of the Lessee.

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29. General.

a) No amendment, modification or waiver of a provision of this lease, nor a consent required by this lease will be effective unless expressed in a writing executed by Owner and Lessee.

b) No failure on the part of Owner to enforce any covenant, agreement, term, or provision herein contained will discharge or invalidate such covenant, agreement, term or provision, or affect the right of Owner in exercising any of his rights of Owner to enforce the same. No delay or omission on the part of the Owner in exercising any of his rights will operate as a waiver of such right or any other rights. No waiver by Owner of any default will operate as a waiver of any other default or of a like default on a future occasion.

c) Time will be of the essence for the performance of the obligations of this lease by Lessee.

d) The invalidity of one or more provisions of this lease will not render invalid the remaining problems.

e) No consent by Owner to an act or omission by Lessee will constitute consent to any other act or omission or to a like act or omission on a future occasion.

f) The title to headings of the articles of this lease are not part of this lease and will have no effect upon the construction or interpretation of any part of thereof.

g) The rule of construction that an instrument is to be construed more strictly against the party who drafted the same will not apply to this lease.

h) The parties hereto agree and acknowledge that no promises, representations or agreement have been made, not contained in the body of this lease or in attached exhibits which have been signed by the parties.

i) No right or remedy herein conferred upon or reserved to Owner is intended to be exclusive to any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

j) Subject to the terms and provisions in the main body of this lease, this lease binds and inures to the benefit of the parties, their heirs, personal representatives, assigns and other successors in interest.

k) As used in this lease, the masculine pronouns shall be read as feminine and/or neuter pronouns and singular references shall be read as plural references as the context may require.

30. Acceptance of Property: Lessee has inspected the property and acknowledges and agrees that they are in good order and condition, safe and suitable for Lessee's intended use; and Lessee accepts the same "as is".

31. Licensee Relationship. Each party to this lease acknowledges that: (a) licensee Mark D. Lee, CCIM. Represents only the Landlord in negotiating and forming this lease, but may provide specific assistance to the other party to this transaction; and Eric Bushnell, of Lee Realty, LLC represents the Tenant and may provide specific assistance to the Lessor.

32. Joint and Several Liability. The parties of the Lessee will be jointly and severally liable to Owner for the performances for this lease.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written

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Signature Page Below

OWNER: Dharma Holdings, LLC

LESSEE: Matanuska Apothecary, LLC
DBA: Matanuska Apothecary

_____
Owner – Christopher Farris

I, Caleb Saunders, do hereby personally guarantee this lease obligation under Matanuska Apothecary
BY:
_____
Caleb Saunders

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 11 day of may, ~~2016,~~ 2021 personally appeared before me _____, to me known to be the individual described in and who executed the within Lease and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purpose therein mentioned.

GIVEN UNDER my hand and official seal the day and year last above written.

EMMA KEEFE
Notary Public
State of Alaska
My Commission Expires Dec 13, 2022

_____
Notary Public in and for the State of Alaska
My commission expires: 12-13-22

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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	Matanuska Apothecary, LLC

Entity Type: Limited Liability Company

Entity #: 10143695

Status: Good Standing

AK Formed Date: 9/28/2020

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: PO BOX 877710, WASILLA, AK 99687

Entity Physical Address: 11709 E PALMER-WASILLA HWY, PALMER, AK 99687

Registered Agent

Agent Name: Christopher Farris

Registered Mailing Address: PO BOX 877710, WASILLA, AK 99687

Registered Physical Address: 5301 W HOLLYWOOD RD, WASILLA, AK 99623

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Ashley Siracusa	Member	13.00
	Bailey Stuart	Member	13.00
	Brian Roberts	Member	5.00
	Caleb Saunders	Member	13.00
	Christopher Farris	Member	13.00
	Dean Siracusa	Member	10.00
	Eric Bushnell	Member	10.00
	Jeffrey Devon	Member	13.00
	Melissa Siracusa	Member	10.00

Filed Documents

Date Filed	Type	Filing	Certificate
9/28/2020	Creation Filing	Click to View	Click to View
9/28/2020	Initial Report	Click to View	

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LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This Limited Liability Company Operating Agreement is entered into as of 07/30/2020,

BETWEEN: **Christopher Farris, Bailey Stuart, Caleb Saunders, Ashley Siracusa, Jeffrey Devon** (the "Managing Members")

AND: **Dean Siracusa, Melissa Siracusa, Eric Bushnell, Brian Roberts** (the "Non-Managing Members")

The Managing Members and the Non-Managing Members are referred to herein collectively as the "Members".

The Members have formed the Company by causing a Certificate of Formation (the "Certificate") conforming to the requirements of the Alaska Revised Limited Liability Company Act (the "Act") to be filed in the Office of the Secretary of State for the State of Alaska.

1. NAME, PURPOSE AND PRINCIPAL OFFICE OF COMPANY

1.1. Name

The name of the Company is Matanuska Apothecary, LLC. The affairs of the Company shall be conducted under such name or such other name as the Managing Members may, in their discretion, determine.

1.2. Agreement

In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members executing this Agreement hereby agree to the terms and conditions of this Agreement, as it may be amended from time to time. It is the express intention of the Members that this Agreement shall be the sole statement of agreement among them, and, except to the extent a provision of this Agreement expressly incorporates matters by express reference, this Agreement shall govern even when inconsistent with or different from the provisions of the Act or any other provision of law.

1.3. Purpose; Powers

a) Purpose. The primary purpose of the Company is to manufacture cannabis extracts and products.

b) Powers. Subject to all the terms and provisions hereof, the Company shall have all powers necessary, suitable, or convenient for the accomplishment of the purpose of the Company, including, without limitation, the following:

1) to purchase, sell, invest and trade in securities of every kind, including, without limitation, capital stock, limited partnership interests, bonds, notes, debentures, securities convertible into other securities, trust receipts and other obligations, instruments or evidences of indebtedness, as well as in rights, warrants and options to purchase securities;

2) to make and perform all contracts and engage in all activities and transactions necessary or advisable to meet the purposes of the Company, including, without limitation, the purchase, sale, transfer, pledge and exercise of all rights, privileges and incidents of ownership or possession with respect to any Company asset or liability; the borrowing or lending of money and the securing of payment of any Company obligation by hypothecation or pledge of, or grant of a security interest in, Company assets; and the guarantee of or becoming surety for the debts of others; and

3) otherwise to have all the powers available to it as a limited liability company under the Act.

1..4. Registered Office and Agent

The initial address of the Company registered office in Alaska is, 11709 E Palmer-Wasilla Hwy, Wasilla, AK 99645, and its initial agent at such address for service of process is Christopher Farris. The Managing Members may change the registered office and agent for service of process as they from time to time may determine.

1..5. Principal Office

The principal office of the Company shall initially be located at 11709 E Palmer-Wasilla Hwy, Wasilla, AK 99645. The Managing Members may change the location of the principal office of the Company at any time.

1..6. Definitions

a) Additional Members. This term shall have the meaning ascribed to it in Paragraph 3.2.

b) Affiliate. With reference to any person, any other person controlling, controlled by or under direct or indirect common control with such person.

c) Agreement. This Operating Agreement of Matanuska Apothecary, an Alaska limited liability company.

d) Assignee. This term shall have the meaning ascribed to it in Paragraph 5.3.

e) Bankruptcy. A person or entity shall be deemed bankrupt if:

1) any proceeding is commenced against such person or entity as debtor for any relief under bankruptcy or insolvency laws, or laws relating to the relief of debtors, reorganizations, arrangements, compositions or extensions and such proceeding is not dismissed within 90 days after such proceeding has commenced, or

2) such person or entity commences any proceeding for relief under bankruptcy or insolvency laws or laws relating to the relief of debtors, reorganizations, arrangements, compositions or extensions.

f) Book Value. This term shall have the meaning ascribed to it in Paragraph 6.2(a).

g) Capital Account. This term shall have the meaning ascribed to it in Paragraph 6.2(b).

h) Capital Commitment. This term shall have the meaning ascribed to it in Paragraph 5.1.

i) Capital Contribution. This term shall have the meaning ascribed to it in Paragraph 5.1(b).

j) Certificate. The Certificate of Formation of Matanuska Apothecary, an Alaska limited liability company.

k) Code. IRS Title 26, as amended from time to time (and any corresponding provisions of succeeding law).

l) Defaulting Member. This term shall have the meaning ascribed to it in Paragraph 5.4(a).

m) Fiscal Quarter. This term shall have the meaning ascribed to it in Paragraph 6.2(c).

n) Fiscal Year. This term shall have the meaning ascribed to it in Paragraph 6.2(d).

o) Net Income or Net Loss. This term shall have the meaning ascribed to it in Paragraph 6.2(e).

p) Percentage Interest. This term shall have the meaning ascribed to it in Paragraph 6.2f.

q) Sale or Exchange. This term shall have the meaning ascribed to it in Paragraph 6.2g.

r) Securities Act. Securities Act of 1933 as amended from time to time.

s) Securities. Securities of every kind and nature and rights and options with respect thereto, including stock, notes, bonds, debentures, evidences of indebtedness and other business interests of every type, including interests in partnerships, joint ventures, proprietorships and other business entities.

t) Termination Date. This term shall have the meaning ascribed to it in Paragraph 2.

u) Treasury Regulations. The Income Regulations promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

2. TERM AND TERMINATION OF THE COMPANY

2.1. Term

The term of the Company shall continue indefinitely unless sooner terminated as provided in Paragraph 2.2 or by operation of law.

2.2. Termination

The Company shall terminate prior to the end of the period specified in Paragraph 2.1 at the election of the Managing Members. The Managing Members shall deliver notice of such termination to the Non-Managing Members.

3. INITIAL MEMBERS; CHANGES IN MEMBERSHIP

3.1. Name and Address

The persons listed on Exhibit A are hereby admitted as Members of the Company. Exhibit A shall be amended from time to time to reflect changes in the membership of the Company (including the admission of Additional Members). Any such amended Exhibit A shall supersede all prior Exhibit A's and become part of this Agreement and shall be kept on file at the principal office of the Company.

3.2. Admission of Additional Members

Individuals involved in the activities of the Company may be admitted to the Company as additional members ("Additional Members") on such terms and conditions as shall be determined by the Managing Members, in their sole discretion. Each Additional Member shall be admitted only if he shall have executed this Agreement or an appropriate amendment to it in which he agrees to be bound by the terms and provisions of this Agreement as they may be modified by that amendment. Admission of a new Member shall not cause the dissolution of the Company. Unless otherwise agreed by Matanuska Apothecary, the Managing Members Percentage Interests shall be equally diluted to the extent of Percentage Interests granted to any Additional Members. In the event the Additional Members do not meet any vesting requirements for any reason, such shortfall shall revert to and be allocated equally among the Managing Members.

3.3. Death, Disability or Withdrawal of a Managing Member

a) In the case of a Managing Member's death, permanent physical or mental disability or withdrawal from the Company, the Company shall not dissolve or terminate, but its business shall be continued without interruption or without any break in continuity by the remaining Members, with the remaining Managing Members continuing to serve as the sole Managing Members unless they appoint an additional Managing Member, in their sole discretion. Any deceased disabled or withdrawn Managing Member (or the holder of his interest) shall become a Non-Managing Member, and the interest of such Managing Member shall become a Non-Managing Member's interest. Such former Managing Member or the holder of such interest shall have no right to participate in the management of the Company and no right to consent to or vote upon any matter, except as provided in Paragraph 13.7.

b) If such change in the former Managing Member's status shall result in multiple ownership of any Non-Managing Members interest, one or more trustees or nominees may be required to be designated to represent a portion of or the entire Non-Managing Members interest for the purpose of receiving all notices which may be given and all payments which may be made under this Agreement, and for the purpose of exercising all rights which such Non-Managing Member has pursuant to the provisions of this Agreement.

3..4. Withdrawal of a Member

a) Except with the consent of the Managing Members, the interest of a Member may not be withdrawn from the Company in whole or in part except in the event of the death or declaration of legal incompetency of such Member and in such event only if the election to withdraw is given by the personal representative or representatives of such Member in writing to the Managing Members within 6 months after the date of the appointment of such personal representative or representatives, or within 12 months from the date of death or declaration of legal incapacity of such Member, whichever is earlier. In the event of such election to withdraw, the interest of such Member shall be withdrawn in its entirety and shall be valued as of the date of withdrawal pursuant to the provisions of Paragraph 12.2 and paid for in the manner hereinafter provided by this paragraph. The Managing Members shall be entitled, in their sole discretion, to make the distribution in respect of the interest of the withdrawing Member in cash, in kind or pursuant to a promissory note due upon termination of the Company, or in any combination thereof. If any distribution is to be made in kind and if such distribution cannot be made in full because of restrictions on the transfer of Securities or for any other reason, distribution may be delayed until an effective transfer and distribution may be made, and Securities that will be transferred in respect of the withdrawing Members interest shall be designated. Such designated Securities will nevertheless be subject to the full right and power of the Managing Members to deal with them in the best interests of the Company, including the right to substitute other Securities of equivalent value.

b) In the event of the withdrawal of any Member pursuant hereto, the Percentage Interests and Capital Accounts of the withdrawing Member and the remaining Members shall be appropriately adjusted, including any adjustments required as a result of any vesting provisions applicable to the withdrawing Members interest.

c) The withdrawal of a Member shall not be cause for dissolution of the Company.

4. MANAGEMENT, DUTIES AND RESTRICTIONS

4.1. Management

The Managing Members shall have the sole and exclusive control of the management and conduct of the Company. Any action shall, unless otherwise specified by the Managing Members, require approval of all Managing Members (or the sole remaining Managing Member). The right, power and authority of the Managing Members of the Company to do any and all acts on behalf of the Company shall, subject to any specific limitations set forth in this Agreement, include without limitation the following:

a) To purchase, hold, sell or otherwise effect transactions in Securities (whether marketable or unmarketable) and other investments of the Company.

b) To incur indebtedness on behalf of the Company.

c) To guarantee indebtedness on behalf of the Company.

d) To loan money to any of the Members upon such terms and conditions as the Managing Members may prescribe.

e) To deposit or hold Securities and other assets of the Company in the Company name or in such street or nominee names as may be determined from time to time by the Managing Members, at such securities firms, banks or depositories as shall be designated by the Managing Members. All withdrawals therefrom or directions with respect thereto shall be made on the signature of the Managing Member.

f) To provide management services or to enter into an agreement or agreements with such an entity or entities upon such terms and conditions as the Managing Members shall deem appropriate. Such an agreement or agreements may be entered into with firms or business entities controlled by or comprised of some or all Managing Members or an Affiliate of some or all Managing Members.

g) Generally, to perform all acts deemed by the Managing Members appropriate or incidental to the foregoing and to carry out the purposes and business of the Company.

4..2. Conversion of Status as Managing Member

Any Managing Member who has become a Non-Managing Member shall not participate in the control, management and direction of the business of the Company.

4..3. Liability of Members to the Company and the Other Members

No Member shall be liable to any other Member for honest mistakes in judgment or for action or inaction taken in good faith for a purpose that was reasonably believed to be in the best interests of the Company, or for losses due to such mistakes, action or inaction, or for the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company; provided that such employee, broker or agent was selected, engaged or retained with reasonable care. Each Managing Member and, with the consent of the Managing Members, a Non-Managing Member, may consult with counsel and accountants on matters relating to Company, and shall be fully protected and justified in acting in accordance with the advice of counsel or accountants, provided that such counsel or accountants shall have been selected with reasonable care. Notwithstanding any of the for going to the contrary, the provisions of this Paragraph 4.3 shall not be construed so as to relieve (or attempt to relieve) any person of any liability incurred (i) as a result of recklessness or intentional wrongdoing, or (ii) to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, provided that this Paragraph 4.3 shall be construed so as to effectuate the provisions hereof to the fullest extent permitted by law.

4..4. Restrictions on the Members

a) Except with the consent of the Managing Members or as otherwise specifically permitted by this Agreement, no Member shall mortgage, encumber, pledge or otherwise dispose of his or her interest in the Company or in the Company assets or property or enter into any agreement as a result of which any other person shall have rights as a Member of the Company.

b) No Member may buy from or sell to the Company any Securities without the prior written consent of the Managing Members except purchases or sales explicitly permitted by this Agreement.

c) No Member shall do any act in contravention of this Agreement.

4..5. Additional Restrictions on Non-Managing Members

a) The Non-Managing Members shall take no part in the control or management of the Company nor shall Non-Managing Members have any power or authority to act for or on behalf of the Company as a result of this Agreement except as expressly authorized from time to time by the Managing Members.

b) Except as otherwise required by law or as expressly provided herein, the Non-Managing Members shall have no rights to vote, call meetings of the Members or otherwise exercise any similar rights or powers.

4..6. Officers

The Managing Members may appoint such officers of the Company as they shall deem advisable and shall have the discretion to remove any officers at any time.

5. CAPITAL CONTRIBUTIONS

5.1. Capital Commitments and Membership Interests of the Members

Set forth opposite the name of each Member listed on Exhibit A attached hereto is such Members Capital Commitment to the Company and its percentage membership interest in the Company (Percentage Interest). Each Members Capital Commitment represents the aggregate amount of capital that such Member has agreed to contribute to the Company in accordance with the terms hereof in order to fund the Company capital commitment. Exhibit A shall be amended from time to time to reflect any changes to the Capital Commitments and Percentage Interests of the Members.

a) The Managing Members shall provide at least 10 business days prior written notice of any required contribution to the capital of the Company, specifying the amount thereof. The Members shall make their contributions to the Company capital in cash, except as otherwise determined by the Managing Members (who may allow contributions in the form of promissory notes). No Member shall be required to contribute any amount in excess of such Members Capital Commitment (as such Capital Commitment may be increased pursuant to subparagraph (a)) without such Members written consent. Any capital contributions hereunder with respect to the Capital Commitments of the Members (each a Capital Contribution) shall be made in such amount as shall be specified by the Managing Members and any such contributions required hereunder shall be in proportion to the Members respective Capital Commitments.

b) In addition to the Capital Commitments set forth on Exhibit A, the Managing Members shall make additional Capital Contributions to fund any excess of the Company startup expenses. Matanuska Apothecary Percentage Interest shall not be increased as a result of such Capital Contributions.

5..2. Liability of the Members

a) Except as expressly set forth herein, or as otherwise required by law, no Member shall be liable for any debts or obligations of the Company.

5..3. Liability of Transferees

For purposes of this Agreement, any transferee of an interest in the Company, whether or not admitted as a substitute Member or treated as a transferee or successor in interest who has not been admitted as a substitute Member (an Assignee) hereunder, shall be treated as having contributed the amounts contributed to the Company by the transferor, as having received distributions made to the transferor, and as having been allocated any Net Income or Net Loss allocated to the transferor of the interest in the Company held by the transferee. In addition, the transferee shall be liable for the transferor's liability for future contributions to the Company. Notwithstanding the above, the transfer of an interest shall not relieve the transferor from any liability hereunder except to the extent that the transferee has made all contributions or payments required of the transferor.

5..4. Defaulting Members

a) If a Non-Managing Member fails to pay any amount which it is required to pay to the Company on or before the date when such amount is due and payable, such Non-Managing Member shall be deemed to be in default hereunder (a Defaulting Member), and written notice of default shall be given to such Non-Managing Member by the Managing Members. The Company shall be entitled to enforce the obligations of each Non-Managing Member to make the contributions to capital specified in this Agreement, and the Company shall have all remedies available at law or in equity in the event any such contribution is not so made. In the event of any legal proceedings relating to a

default by a Defaulting Member, such Defaulting Member shall pay all costs and expenses incurred by the Company, including attorney's fees, if the Company shall prevail. Further, such Defaulting Member shall be obligated to pay the Company interest with respect to the amount of any capital contribution not made when required by this Agreement, with such interest commencing on the date such contribution is initially due and ending on the date such contribution is made to the Company. Such interest shall be calculated on the basis of the then current reference rate announced by Credit Union 1 or by any other US commercial bank with capital in excess of 10 million selected by the Managing Members, plus three percent (3%) per annum.

b) In addition to the remedies provided under Paragraph 5.4(a), if the Defaulting Member does not remedy a default in the payment of a required contribution within 10 business days of the receipt of the notice specified in Paragraph 5.4(a): (i) the Defaulting Member shall no longer have the right (if any) to vote on any Company matter, and (ii) if the Managing Members so elect, the other Members shall have the option to pay the remaining capital contributions of the Defaulting Member in accordance with any procedures and in such proportions as may be established by the Managing Members. In such event, such Defaulting Member shall be deemed to have withdrawn from the Company and to have forfeited its interest in the Net Income and Net Losses of the Company. Such Defaulting Member shall be entitled to receive only the amount of its Capital Account at the time of the default, with such amount payable, without interest, to the Defaulting Member upon the dissolution of the Company.

6. CAPITAL ACCOUNTS AND ALLOCATIONS

6.1. Capital Accounts

A Capital Account shall be maintained on the Company books for each Member. In the event any interest in the Company is transferred 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.

6.2. Definitions

Unless the context requires otherwise, the following terms have the meanings specified below for purposes of this Agreement:

a) Book Value. The Book Value with respect to any asset shall be the assets adjusted basis for federal income tax purposes, except as follows:

1) The initial Book Value of any asset contributed by a Member to the Company shall be the fair market value of such asset at the time of contribution, as determined by the contributing Member and the Company.

2) At the discretion of the Managing Members, the Book Values of all Company assets may be adjusted to equal their respective fair market values, as determined by the Managing Members, and the amount of such adjustment shall be treated as Net Income or Net Loss and allocated to the Capital Accounts of the Members, as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution; and (B) the distribution by the Company to a Member of more than a de minimis amount of Company assets in connection with an adjustment of such Members interest in the Company.

3) The Book Values of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Managing Members, and the amount of such adjustment shall be treated as Net Income or Net Loss and allocated to the Capital Accounts of the Members, as of the following times: (A) the date the Company is liquidated within the meaning of United States Treasury, Chapter 11; and (B) the termination of the Company pursuant to the provisions of this Agreement.

4) The Book Values of the Company assets shall be increased or decreased to the extent required under United States Code Title 26 if the adjusted tax basis of the Company assets is adjusted.

5) The Book Value of a Company asset shall be adjusted by the depreciation, amortization, or other cost recovery deductions, if any, taken into account by the Company with respect to such asset in computing Net Income or Net Loss.

b) Capital Account. An account maintained by the Company with respect to each Member in accordance with the following provisions:

The Capital Account of each Member shall be increased by:

1) the amount of money and the fair market value of any property contributed to the Company by such Member,

2) such Members share of Net Income (or items thereof) allocated to his Capital Account pursuant to this Agreement, and

3) any other amounts required by federal or state law, provided the Managing Member determines that such increase is consistent with the economic arrangement among the Members as expressed in this Agreement.

and shall be decreased by:

A) the amount of money and the fair market value of any property distributed by the Company (determined pursuant to Paragraph 12.2 hereof as of the date of distribution) to such Member pursuant to the provisions of this Agreement (net of any liabilities secured by such property that such Member is considered to assume or hold subject to for purposes of Section 336 of the IRS code Title 26,

B) such Members share of or Net Loss (or items thereof) allocated to his Capital Account pursuant to this Agreement, and

C) any other amounts required by IRS Code Title 26, provided the Managing Member determines that such decrease is consistent with the economic arrangement among the Members as expressed in this Agreement.

c) Fiscal Quarter. The Fiscal Quarters of the Company shall begin on January 1st, April 1st, July 1st and October 1st, and end on March 31st, June 30th, September 31st and December 31st, respectively, except that the Company Fiscal Quarter shall begin on the date of this Agreement and end on the next regular quarter end.

d) Fiscal Year. The Company Fiscal Year shall begin on the date of this Agreement and end on December 31st. Thereafter, the Company Fiscal Year shall commence on January 1st of each year and end on December 31st of such year or, if earlier, the date the Company terminated during such year. The Managing Members may at any time elect a different Fiscal Year if permitted by the Code and the applicable Treasury Regulations.

e) Net Income and Net Loss. The net book income or loss of the Company for any relevant period, as computed in accordance with federal income tax principles and as adjusted pursuant to the following provisions, under the method of accounting elected by the Company for federal income tax purposes. The Net Income or Loss of the Company shall be computed, inter alia, by:

1) including as income or deductions, as appropriate, any tax-exempt income and related expenses that are neither properly included in the computation of taxable income nor capitalized for federal income tax purposes;

2) including as a deduction when paid or incurred (depending on the Company method of accounting) any amounts utilized to organize the Company or to promote the sale of (or to sell) an interest in the Company;

3) including as a deduction any losses incurred by the Company in connection with the sale or exchange of property notwithstanding that such losses may be disallowed to the Company for federal income tax purposes; and

4) calculating the gain or loss on disposition of Company assets and the depreciation, amortization or other cost recovery deductions, if any, with respect to the Company assets by reference to their Book Value rather than their adjusted tax basis.

f) Percentage Interest. The Percentage Interest for each Member shall generally be as set forth on Exhibit A, as it may be amended from time to time. The sum of the Members Percentage Interests shall be 100 percent.

g) Sale or Exchange. A sale, exchange, liquidation or similar transaction, event or condition with respect to any assets (except realizations of purchase discounts on commercial paper, certificates of deposit or other money-market instruments) of the Company of the type that would cause any realized gain or loss to be recognized for income tax purposes under the Code.

6..3. Allocation of Net Income or Loss

a) All Net Income or Loss of the Company attributable to the Company or its investments shall be allocated among the Members in proportion to their Percentage Interests.

7. EXPENSES

The Company will pay all costs and expenses incurred in connection with its activities. The Members shall be entitled to reimbursement by the Company for expenses incurred by them relating to the Company business, as determined by the Managing Members in their discretion.

8. DISTRIBUTIONS

8.1. Interest

No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

8.2. Mandatory Distributions

Promptly upon receipt of any tax distributions to the Company, the Managing Members shall distribute such tax distributions to the Members in proportion to their interests in the taxable income of the Company for the period to which such distributions relate.

8.3. Discretionary Distributions

The Managing Members may in their discretion make additional distributions of cash or Securities among the Members (not including any Defaulting Members).

a) The distribution pursuant to this Paragraph 8.3 shall be made among the Members as follows (with the source of a distribution being in the discretion of the Managing Members):

    1) Among the Members in proportion to their respective shares of the cumulative amount of undistributed Net Income attributable to the Company to the extent made from such undistributed Net Income.

    2) Among the Members in proportion to their Capital Contributions to the extent constituting a return of capital.

b) Immediately prior to any distribution in kind of Securities (or other assets) pursuant to any provision of this Agreement, the difference between the fair market value and the Book Value of any Securities (or other assets) distributed shall be allocated to the Capital Accounts of the Members as Net Income or Net Loss pursuant to Article VI.

c) Securities distributed in kind pursuant to this Paragraph 8.3 shall be subject to such conditions and restrictions as the Managing Members determine are legally required.

9. ASSIGNMENT OR TRANSFER OF MEMBERS INTERESTS

9.1. Restrictions on Transfer of Members Interests

No Member may sell, assign, pledge, mortgage or otherwise dispose of all or any portion of his interest in the Company without the consent of the Managing Members.

9.2. Opinion of Counsel

Notwithstanding any other provision of this Agreement, no transfer or other disposition of an interest in the Company shall be permitted until the Managing Members shall have received, or waived receipt of, an opinion of counsel reasonably satisfactory to them that the effect of such transfer or disposition would not:

a) result in a violation of the Securities Act;

b) require the Company to register as an investment company under the US Investment Company Act of 1940 (Title 15, Chapter 2D), as amended;

c) require the Company or the Fund to register as an investment adviser under the US Investment Company Act of 1940 (Title 15, Chapter 2D), as amended;

d) result in a termination of the Company for tax purposes, if such termination would have a material adverse effect on the Members;

e) result in a violation of any law, rule or regulation by the Members or the Company;

f) cause the Company to be characterized as a publicly traded partnership or materially increase the risk that the Company will be so characterized.

Such legal opinion shall be provided to the Managing Members by the Company counsel. All costs associated with such opinion shall be borne by the transferring Member.

9.3. Violation of Restrictions

In the event of any purported transfer or other disposition of any Members interest in the Company in violation of the provisions of this Article IX, without limiting any other rights of the Company, the Managing Members shall have the option, in their sole discretion, to treat the Member as having withdrawn from the Company and to purchase or cause the Company to purchase such Members interest for cash at a price equal to the value thereof determined by the Managing Members as of a date selected by them. In the event of purchase, the terminated Members and the remaining Members interests in the Company shall be appropriately adjusted, and the subject Member (and his purported transferee) shall have no further interest in the Company except to receive the purchase price, if any, for his interest as determined by the Managing Members. Such option must be exercised, if at all, by written notice to the affected Member (or his successor(s) in interest) given not later than 30 days after the Managing Members are advised in writing of the purported transfer or disposition, and the purchase or withdrawal shall be consummated on the date specified in such notice, which shall not be later than 30 days after it is given.

9.4. Agreement Not to Transfer

Each of the Members agrees with all other Members that he, she or it will not make any disposition of his, her or it's interest in the Company, except as permitted by the provisions of this Article IX.

9.5. Multiple Ownership

In the event of any disposition which shall result in multiple ownership of any Members interest in the Company, the Managing Members may require one or more trustees or nominees to be designated to represent a portion of or the entire interest transferred for the purpose of receiving all notices which may be given and all payments which may be made under this Agreement and for the purpose of exercising all rights which the transferor as a Member had pursuant to the provisions of this Agreement.

9.6. Substitute Members

No transferee of a Members interest may be admitted to the Company as a substitute Member without the consent of the Managing Members, which consent shall be subject to the sole discretion of the Managing Members and shall not be subject to challenge by any transferor or transferee.

10. VESTING OF PERCENTAGE INTERESTS

The interest in the Company of any Member shall vest in accordance with a vesting schedule (if any) established by the Managing Members. Any amounts allocated to Members that, for any reason, do not vest shall revert to the Members whose interest in such amounts were diluted by the original allocation of such amounts to such Non-Managing Member or Additional Member.

11. DISSOLUTION AND LIQUIDATION OF THE COMPANY

11.1. Liquidation Procedures

Upon termination of the Company in accordance with Article II:

a) The business of the Company shall be wound up and the Company shall be dissolved. The Managing Members shall serve as the liquidators.

b) Distributions in dissolution may be made in cash or in kind or partly in cash and partly in kind.

c) The Managing Members shall use their best judgment as to the most advantageous time for the Company to sell investments or to make distributions in kind provided that any such sales shall be made as promptly as is consistent with obtaining the fair value thereof.

d) The proceeds of dissolution shall be applied to payment of liabilities of the Company and distributed to the Members in the following order:

1) to the creditors of the Company in the order of priority established by law;

2) to the Members, in respect of the positive balances in their Capital Accounts, after all Net Income or Net Loss arising upon the liquidation (including amounts arising in connection with a distribution of Securities) has been allocated among the Members.

12. FINANCIAL ACCOUNTING AND REPORTS

12.1. Tax Accounting and Reports

The Managing Members shall cause the Company tax returns, to be prepared and delivered in a timely manner to the Non-Managing Members (but in no event later than 120 days after the close of each of the Company Fiscal Years).

12.2. Valuation of Securities and Other Assets Owned by the Company

a) Subject to the specific standards set forth below, the valuation of Securities and other assets and liabilities under this Agreement shall be at fair market value. In determining the value of the interest of any Member or in any accounting between the Members, no value shall be placed on the goodwill or the name of the Company.

b) The following criteria shall be used for determining the fair market value of Securities.

1) Securities not subject to investment letter or other similar restrictions on free marketability:

A) If actively traded over-the-counter, the value shall be deemed to be the closing bid price of such Security on the valuation date.

B) If there is no active public market, the Managing Members shall make a determination of the fair market value on the valuation date, taking into consideration developments concerning the issuing company subsequent to the acquisition of its Securities, the pricing of other private placements of Securities by the issuer, the price of the Securities of other companies comparable to the issuer, any financial data and projections of the issuing company provided to the Managing Members and such other factor or factors as the Managing Members may deem relevant.

2) In the case of Securities subject to legal or contractual restrictions on free marketability, appropriate adjustments to the value determined under

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Paragraph 12.2(b)(1) above shall be made to reflect the effect of the restrictions on transfer.

3) If the Managing Members in good faith determine that, because of special circumstances, the valuation methods set forth in this Paragraph 12.2 do not fairly determine the value of a Security, the Managing Members shall make such adjustments or use such alternative valuation method as they deem appropriate.

12.3. Supervision; Inspection of Books

Proper and complete books of account of the Company shall be kept under the supervision of the Managing Members at the principal office of the Company. Such books shall be open to inspection by a Non-Managing Member, at any reasonable time, upon reasonable notice, during normal business hours.

12.4. Confidentiality

All information provided to Non-Managing Members under this Article XII shall be used by Non-Managing Members in furtherance of their interests as Non-Managing Members and, subject to disclosures required by applicable law, each Non-Managing Member hereby agrees to maintain the confidentiality of such financial statements and other information provided to Non-Managing Members hereunder.

13. OTHER PROVISIONS

13.1. Execution and Filing of Documents

The Managing Members shall execute and file a Certificate conforming to the requirements of US and Alaska law and shall execute a fictitious business name statement and file or cause such statement to be filed if required by Alaska law.

13.2. Other Instruments and Acts

The Members agree to execute any other instruments or perform any other acts that are or may be necessary to effectuate and maintain the Company.

13.3. Binding Agreement

This Agreement shall be binding upon the transferees, successors, assigns and legal representatives of the Members.

13.4. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Alaska as applied to agreements among Alaska residents made and to be performed entirely within Alaska.

13.5. Notices

Any notice or other communication that a Member desires to give to another Member shall be in writing and shall be deemed effectively given upon personal delivery or upon deposit in any US mail box, by registered or certified mail, postage prepaid, or upon transmission by email, addressed to the other Member at the address shown in the exhibits attached to this Agreement or at such other address as a Member may designate by 10 days advance written notice to the other Members.

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13.6. Power of Attorney

By signing this Agreement, each Non-Managing Member designates and appoints each of the Managing Members as its true and lawful attorney, in its name, place and stead to make, execute, sign and file such instruments, documents or certificates that may from time to time be required of the Company by the laws of the United States, the laws of the State of Alaska or any other state in which the Company shall conduct its investment activities in order to qualify or otherwise enable the Company to conduct its business in such jurisdictions; provided, however, that in no event shall the Managing Members be deemed to have the authority under this Paragraph 13.6 to take any action that would result in any Non-Managing Member losing the limitation on liability afforded hereunder.

13.7. Amendment Procedure

This Agreement (and any exhibits to this Agreement) may be amended only with the written consent of the Managing Members. No amendment shall, however, (i) enlarge the obligations of any Member under this Agreement without the written consent of such Member, (ii) dilute the relative interest of any Member in the Net Income, Net Loss, distributions or capital of the Company without the written consent of such Member (except such dilution as may result from additional capital contributions from the Members or the admission of Additional Members as specifically permitted pursuant to this Agreement or as a result of a termination or withdrawal of a Non-Managing Member), or (iii) alter or waive the terms of this Paragraph 13.7 or Paragraphs 13.14. The Managing Members shall promptly furnish copies of any amendments to this Agreement and the Company Certificate to all Members.

13.8. Effective Date

This Agreement shall be effective on the date set forth at the beginning of this Agreement.

13.9. Entire Agreement

This Agreement constitutes the entire agreement of the Members and supersedes all prior agreements between the Members with respect to the Company.

13.10. Titles; Subtitles

The titles and subtitles used in this Agreement are used for convenience only and shall not be considered in the interpretation of this Agreement.

13.11. Company Name

The Company shall have the exclusive ownership and right to use the Company name (and any name under which the Company shall elect to conduct its business) as long as the Company continues.

13.12. Exculpation

Neither the Managing Members nor their Affiliates shall be liable to a Non-Managing Member or the Company for honest mistakes of judgment, for action or inaction taken reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Company, for losses due to such mistakes, action or inaction, or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company, the Managing Members or their Affiliates provided that such employee, broker or agent was selected, engaged or retained and supervised with reasonable care, provided that this Paragraph 13.12 shall not extend to any action which constitutes fraud, willful misconduct or gross negligence. The Managing Members may consult with counsel and accountants in respect of Company business and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants,

provided that they shall have been selected with reasonable care. Notwithstanding any of the foregoing to the contrary, the provisions of this Paragraph 13.12 and of Paragraph 13.13 hereof shall not be construed so as to relieve (or attempt to relieve) any person of any liability by reason of recklessness or intentional wrongdoing or to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Paragraph 13.12 and of Paragraph 13.13 to the fullest extent permitted by law.

13.13. Indemnification

The Company agrees to indemnify, out of the assets of the Company only, the Managing Members and their Affiliates (and their agents), to the fullest extent permitted by law and to save and hold them harmless from and in respect of all (a) reasonable fees, costs, and expenses paid in connection with or resulting from any claim, action or demand against the Managing Members, their Affiliates or any agent thereof, the Company or their agents that arise out of or in any way relate to the Company, its properties, business or investments and (b) such claims, actions and demands and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, that this indemnity shall not extend to conduct not undertaken in good faith nor to any fraud, willful misconduct or gross negligence. Any person receiving an advance with respect to expenses shall be required to agree to return such advance to the Company in the event it is subsequently determined that such person was not entitled to indemnification hereunder. Any indemnified party shall promptly seek recovery under any other indemnity or any insurance policies by which such indemnified party may be indemnified or covered or from any portfolio company in which the Company has an investment, as the case may be. No payment or advance may be made to any person under this Paragraph13.13 to any person who may have a right to any other indemnity (by insurance or otherwise) unless such person shall have agreed, to the extent of any other recovery, to return such payments or advances to the Company.

13.14. Limitation of Liability of Members

Except as otherwise expressly provided herein or as required by Alaska law, no Member shall be bound by, nor be personally liable for, the expenses, liabilities or obligations of the Company in excess of the balance of such Members Capital Commitment to the Company.

13.15. Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Alaska, in accordance with the rules, then obtaining, of the American Arbitration Association. Any award shall be final, binding and conclusive upon the parties. A judgment upon the award rendered may be entered in any court having jurisdiction thereof.

14. MISCELLANEOUS TAX COMPLIANCE PROVISIONS

14.1. Substantial Economic Effect

The provisions of this Agreement are intended to comply generally with the provisions of US Treasury Regulation Title 15, and shall be interpreted and applied in a manner consistent with such Regulations; and, to the extent the subject matter thereof is otherwise not addressed by this Agreement, the provisions of US Treasury Regulations Title 15 are hereby incorporated by reference unless the Managing Members shall determine that such incorporation will result in economic consequences inconsistent with the economic arrangement among the Members as expressed in this Agreement. In the event the Managing Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed or allocated or the manner in which distributions and contributions upon liquidation (or otherwise) of the Company

(or any Members interest therein) are effected in order to comply with such Regulations and other applicable tax laws, or to assure that the Company is treated as a partnership for tax purposes, or to achieve the economic arrangement of the Members as expressed in this Agreement, then, notwithstanding anything in this Agreement to the contrary, the Managing Members may make such modification, provided that it is not likely to have a material detrimental effect on the tax consequences and total amounts distributable to any Non-Managing Member pursuant to Articles VIII and XI as applied without giving effect to such modification. The Managing Members shall also (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company balance sheet, as computed for book purposes pursuant to this Agreement, in accordance with Regulations Section Title 15, and (ii) make any appropriate modifications in the event unanticipated events (such as the incurrence of nonrecourse indebtedness) might otherwise cause the allocations under this Agreement not to comply with US Treasury Regulations Section Title 15, provided in each case that the Managing Members determine that such adjustments or modifications shall not result in economic consequences inconsistent with the economic arrangement among the Members as expressed in this Agreement.

14.2. Income Tax Allocations

a) Except as otherwise provided in this paragraph or as otherwise required by the Code and the rules and Treasury Regulations promulgated thereunder, income, gain, loss, deduction, or credit of the Company for income tax purposes shall be allocated in the same manner the corresponding book items are allocated pursuant to this Agreement.

b) In accordance with US Code Section Title 15 and the US Treasury Regulations thereunder, income, gain, loss and deduction with respect to any asset contributed to the capital of the Company shall, solely for tax purposes, be allocated between the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Book Value.

c) In the event the Book Value of any Company asset is adjusted pursuant to the terms of this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under US Code Section Title 15 and the Treasury Regulations thereunder.

14..3. Withholding

The Company shall at all times be entitled to make payments with respect to any Member in amounts required to discharge any obligation of the Company to withhold or make payments to any governmental authority with respect to any federal, state, local or other jurisdictional tax liability of such Member arising as a result of such Members interest in the Company. Any such withholding payment shall be charged to the Members Capital Account.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date above written.

MANAGING MEMBERS

DocuSigned by:

B8E50516C1E041D...

Authorized Signature

Christopher Farris

DocuSigned by:

BF3A5DC3C06C49D...

Authorized Signature

Caleb Saunders

DocuSigned by:

Bailey Stuart

59E68125BDE44E4...

Authorized Signature

Bailey Stuart

DocuSigned by:

54D08A7A9986497...

Authorized Signature

Ashley Siracusa

DocuSigned by:

DF9251FB5AE4454...

Authorized Signature

Jeffrey Devon

NON-MANAGING MEMBERS

DocuSigned by:

Eric Bushnell

1C7F6E94BEA44B9...

Authorized Signature

Eric Bushnell

DocuSigned by:

Dean Siracusa

4174DCF475A34EB...

Authorized Signature

Dean Siracusa

DocuSigned by:

Melissa Siracusa

4174DCF475A34EB...

Authorized Signature

Melissa Siracusa

DocuSigned by:

Brian T Roberts

F5B435876C9346B...

Authorized Signature

Brian Roberts

EXHIBIT A

MEMBERS CAPITAL COMMITMENTS AND PERCENTAGE INTERESTS

Member Contact Information:

Christopher Farris - PO Box 877710 Wasilla, AK 99687, cfarris@greenjarak.com

Bailey Stuart – PO Box 877710 Wasilla, AK 99687, bstuart@greenjarak.com

Caleb Saunders – PO Box 877710 Wasilla, AK 99687, csaunders@greenjarak.com

Jeffrey Devon – 2124 N Tabasco Cat Dr Palmer, AK 99645, jeffstdevon@gmail.com

Ashley Siracusa -2124 N Tabasco Cat Dr Palmer, AK 99645, ashleysiracusa@gmail.com

Eric Bushnell – 580 W Selina Ln Wasilla, AK 99654, bushnell@mtaonline.net

Dean Siracusa - 6124 Southpointe Ridge Drive Anchorage, AK 99516, dean3181@yahoo.com

Melissa Siracusa - 6124 Southpointe Ridge Drive Anchorage, AK 99516, dean3181@yahoo.com

Brian Roberts – 171 E Danna Ave Apt C, Wasilla, AK 99654, jollygreenbtr@gmail.com

Managing Members:
Name | Capital Commitments | Percentage interest

Christopher Farris | $30,000 | 13%

Caleb Saunders | $30,000 | 13%

Bailey Stuart | 30,000 | 13%

Jeffrey Devon | $30,000 | 13%

Ashley Siracusa | $30,000 | 13%

Non-Managing Members:
Name | Capital Commitments | Percentage interest

Dean Siracusa | $50,000 | 10%

Melissa Siracusa | $50,000 | 10%

Eric Bushnell | $50,000 | 10%

Brian Roberts | Vesting Schedule 1 | 5%

The aggregate Capital Commitments and Percentage Interests of the Members are based on the anticipated admission of all such Members. Any Percentage Interests that remain unallocated to Members for any reason shall be allocated to the Managing Members (to be shared equally between them), and the corresponding Capital Commitment obligation shall become an obligation of the Managing Members (such obligation being shared equally between them).

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The Percentage Interests are assuming all Capital Commitments are made. The Managing Members will not use any business capital to fund additional equipment purchases until all the Managing Members Capital Commitments have been made in full.

The Capital Commitment totals are estimates of the capital needed to fund the startup. Any additional costs or working capital that is needed will be provided by the Managing Members with no change in Percentage Interest.

Vesting Schedule 1

In exchange for five percent (5%) interest in the Company, this member agrees to work full time for the company for a minimum period of three (3) years in any capacity deemed appropriate by the Managing Members. This member will be paid a reasonable salary or hourly wage following all federal and Alaska labor and workforce laws and will be entitled to five percent (5%) of all distributable profit that is distributed to the shareholders as dividends as long as this member remains employed full time with the Company. If this member resigns or is unable to fulfill the three (3) year work contract, his percentage interest will revert back to the managing members. This vesting schedule will be deemed complete three (3) year from the date of Matanuska Apothecary's first purchase of cannabis on the legal market.

RECEIVED
MAY 11 2021
State of Alaska
DEC Wasilla Alaska 99654

Plan Review Application

Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program

Permit ID: _____

Section A- General Information *(All applicants complete entire section – please print).*

Purpose (check one) ☒ **New Construction** ☐ **Remodel of Existing Structure** ☐ **Reactivation**

General Information		
Establishment Name: Matanuska Apothecary, LLC		Date 05/11/2021
Plan Review Contact Name Caleb Saunders		
Phone Number 907-887-3684	Email csaunders@greenjarak.com	
Address 11709 E Palmer-Wasilla Hwy. Suite 710, Palmer, AK 99645		
Operating Days/Hours 8am - 2am, 7 days a week	Proposed Opening Date	

If you are proposing to build a new food establishment or extensive remodeling of an existing food establishment in Alaska (except in the Municipality of Anchorage), you must submit a **completed Plan Review Packet 30 days prior to construction**. Additional information regarding calculations and drawings can be found in the Plan Review Guide.

Please Note: Failure to provide all the required information may delay the plan review process and permit issuance.

REQUIRED DOCUMENTATION LIST (*Include the following in your packet)*

☒ Food Establishment Application
☒ Fees (Plan Review Fee is Non-Refundable)
☒ Plot Plan
☒ Floor Plan
☒ Plumbing Schematic
☒ Complete list of equipment (including manufacturer's specifications)

SECTION B – REQUIRED DOCUMENTATION

a. **Potable Water Supply.** Have plans been submitted to the Drinking Water Program as required by 18 AAC 80?

☒ **Yes*** ☐ **No** ☐ **N/A** (Municipal Water Supply) ***Specify in comments.***

Comments:

Attach a confirmation email or letter from the Drinking Water Program stating that the system has been approved.

b. **Wastewater Disposal System.** Have plans been submitted to the Wastewater Program as specified by 18 AAC 72?

☒ **Yes*** ☐ **No** ☐ **N/A** (Municipal System) ***Specify in comments.***

Comments:

Attach a confirmation email or letter from the Wastewater Program stating that the system has been approved.

If you have a septic system, please provide the legal description of your property (Lot, Block, etc.) MONTE VIS ADD #1 PH

c. **Solid Waste Disposal.** Please describe how you plan to dispose of your solid waste:

We will be working with Waste Management and properly disposing any solid waste. We do not foresee any abnormal waste from our facility.

d. **Plot Plan.** Have you included a detailed to scale drawing of the plot plan including: ☒ **Yes** ☐ **No**

☒ All buildings
☒ Refuse storage site
☒ Potable water supply
☒ Outside walk-in cooler(s)/freezer(s)
☒ Outside storage areas
☒ Identify nearby roads, other landmarks, and/or give GPS coordinates
☒ Access for deliveries
☒ Sewage disposal system
☐ Oil/Fuel tanks

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Permit ID(s)_____ Establishment Name(s) Matanuska Apothecary, LLC

e. **Floor Plan.** A floor plan with the listed components must be submitted as part of the application packet. Have you included a floor plan? ☒ Yes ☐ No

☒ Layout and purpose of each room
☒ Location of fixed equipment and plumbing features
☒ Size, construction, and design of fixed equipment
☒ Location of restrooms, including the number of toilets and handwash sinks.
☒ Type and location of lighting
☒ Type and location of ventilation, both building and local systems

f. **Plumbing Schematic.** A plumbing schematic with the listed components must be submitted as part of the application packet. Have you included a detailed drawing of the plumbing schematic? ☒ Yes ☐ No

☐ Plumbing schematic showing each hot, cold, and wastewater line.
☐ Plumbing connection to the wastewater line (direct vs. indirect)
☐ Hot water capacity

Have you contacted the State Plumbing Inspector? ☐ Yes ☒ No

G **Fire Marshall.** Have you contacted the State Fire Marshall? ☒ Yes ☐ No

Please describe your ventilation/hood system:

Matanuska Apothecary will have Type 2 hoods to effectively manage the flow of heat and steam vapor to expel odor and air contaminants as well as remove moisture from the air. Single or combined Type II exhaust systems for food-processing operations shall be independent of all other exhaust systems

SECTION C – ADDITIONAL INFORMATION

a. **Storage**. How often will you receive food deliveries? Do you have adequate storage to support your operation? Consult the Plan Review Guide for information about storage capacity.

Matanuska Apothecary intends to receive food deliveries biweekly, most production will be in the processing of marijuana biomass. All consumable deliveries will contain mostly nonperishable items and will be stored in a tightly closed compatible container, in an upright position, in a cool, dry, well ventilated area. All perishables will be store in proper refrigeration equipment

b. **Dressing Rooms and Locker Rooms.** Describe how employee clothing, belongings, etc will be stored:

Employees will have a designated in the main office for their personal belongings. This office is located before the main clean room prior to entering the rest of the facility.

c. **Poisonous/Toxic Materials**. Describe location and means to store poisonous or toxic materials:

Heptane, or N-Heptane, will be stored in a tightly closed compatible container, in an upright position, in a cool, dry, well ventilated area, in a locked flammable liquid storage cabinet, separate from incompatible materials, food or drinks, and possible sources of ignition. Ethanol will be stored in a compatible container, tightly closed, and located in a cool, dry, well ventilated area, away from

d. **Floors/Walls/Ceilings**. Describe how the floors, walls, ceilings, and shelving will be finished (tile, paint, etc):

The walls, wall coverings, floors, and floor coverings of food preparation areas, equipment-washing and utensil-washing areas, toilet rooms and vestibules will be, smooth, non-absorbent, and easily cleanable. FRP board or stainless steel may be needed behind those walls having water splashing or high heat. Floors will be constructed of smooth durable grades of linoleum.

e. **Warewashing:** Describe how dishes, utensil, and equipment will be washed:

A three basin sink will be located in the concentrate processing room for cleaning lab equipment. A commercial dishwasher will be located in the kitchen as well as a three basin sink.

f. **Linens.** Describe how soiled and clean clothing/linens will be stored and where they will be cleaned:

All linens will be store in cabinets located in multiple locations across the facility to maintain cleanliness. All soiled linens will be stored away from the operations of the facility in the janitorial room in preparation to be disposed off with SnowWhite.

SECTION D

I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I understand that plan review fees are not refundable under the Alaska Food Code 18 AAC 31.050(k). I agree to pay all fees before operating.

Applicant's Signature _____ **Date** May 11, 2021

Applicant's Printed Name Caleb L Saunders **Title** Chief Executive Officer

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DEC Wasilla Alaska 9965

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