License Number: 27520
License Status: New
License Type: Marijuana Concentrate Manufacturing Facility
Doing Business As: Purgatory Cannabis
Business License Number: 2115524
Designated Licensee: Toby Foster
Email Address: toby@alaskacannbis.com
Local Government: Kenai Peninsula Borough
Local Government 2:
Community Council:
Latitude, Longitude: 60.604874, -151.331004
Physical Address: 43280 Kenai Spur Hwy
Unit F
Nikiski, AK 99635
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10116171
Alaska Entity Name: Leaf & Larf, LLC
Phone Number: 907-690-0091
Email Address: toby@alaskacannabis.com
Mailing Address: PO Box 595
Kenai, AK 99611
UNITED STATES

Entity Official #1

Type: Individual
Name: Jenny Foster
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-830-8666
Email Address: Jenny@alaskacannabis.com
Mailing Address: PO Box 595
Kenai, AK 99611
UNITED STATES

Entity Official #2

Type: Individual
Name: Robb Rood
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-202-1872
Email Address: rob@alaskacannabis.com
Mailing Address: 2350 Cleo Ave
Anchorage, AK 99516
UNITED STATES

Entity Official #3

Type: Individual
Name: John Cox
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-947-3316
Email Address: jd@alaskacannabis.com
Mailing Address: 1840 Scenic Way
Anchorage, AK 99501
UNITED STATES

Entity Official #4

Type: Individual
Name: Toby Foster
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-690-0091
Email Address: toby@alaskacannabis.com
Mailing Address: PO Box 595
Kenai, AK 99611
UNITED STATES

Note: *No affiliates entered for this license.*

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?

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:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	Alaska	**ZIP:**	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Toby Foster
Title:	Manager, Member

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 1.4.21

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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. [ ]

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. [ ]

Received by AMCO 1.4.21

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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. [TF]

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. [TF]

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. [TF]

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

Toby Foster
Printed name of licensee

KELLY HARDEN
My Commission Expires
NOTARY PUBLIC
Oct 5, 2024
STATE OF ALASKA

Notary Public in and for the State of Alaska

My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 20 20.

Received by AMCO 1.4.21

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?

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:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	Alaska	**ZIP:**	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Robb Rood
Title:	Member

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?

Cultivation - Alaska Cannabis Company 12618
Retail - Alaska Cannabis Company 18929

Received by AMCO 1.4.21

Alcohol and Marijuana Control Office
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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. RR

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

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

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. RR

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. RR

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. RR

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). RR

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

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. RR

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. RR

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. RR

Received by AMCO 1.4.21

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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. RR

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. RR

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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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

DAVID PARMELY NOTARY PUBLIC STATE OF ALASKA

Notary Public in and for the State of Alaska

Robb Rood
Printed name of licensee

My commission expires: FEB, 14th, 2021

Subscribed and sworn to before me this 19th day of NOVEMBER, 2020.

Received by AMCO 1.4.21

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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.

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Section 1 – Establishment Information

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

Licensee:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	Alaska	**ZIP:**	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	John Cox
Title:	Member

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?

Cultivation - Alaska Cannabis Company 12618
Retail - Alaska Cannabis Company 18929

Received by AMCO 1.4.21

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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.

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.

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Alaska Marijuana Control Board

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.

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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

John Cox

Printed name of licensee

BRETT E. JOHNSON
My Commission Expires
NOTARY PUBLIC
Nov 5, 2023
STATE OF ALASKA

Notary Public in and for the State of Alaska

My commission expires: Nov 5th, 2023

Subscribed and sworn to before me this 17 day of November, 2020.

Received by AMCO 1.4.21

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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:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	Alaska	**ZIP:**	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jenny Foster
Title:	Member

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?

Cultivation - Alaska Cannabis Company 12618
Retail - Alaska Cannabis Company 18929

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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. JLF

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

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

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. JLF

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. JLF

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. JLF

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). JLF

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

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. JLF

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. JLF

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. JLF

Received by AMCO 1.4.21

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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. JKF

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. JKF

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. JKF

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

STATE OF ALASKA
NOTARY PUBLIC
Mercedes Curran
My Commission Expires Dec 20, 2023

Notary Public in and for the State of Alaska

Jenny Foster
Printed name of licensee

My commission expires: 12/20/2023

Subscribed and sworn to before me this 19th day of November, 2020.

Received by AMCO 1.4.21

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550 W 7th Avenue, Suite 1600
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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:	Leaf & Larf, LLC	**MJ License #:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Highway, Unit F				
City:	Kenai	**State:**	Alaska	**ZIP:**	99635

Mailing Address:	PO Box 595				
City:	Kenai	**State:**	Alaska	**ZIP:**	99611

Designated Licensee:	Toby Foster		
Main Phone:	907-690-0091	**Cell Phone:**	907-690-0091
Email:	Toby@alaskacannabis.com		

Received by AMCO 1.4.21

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:

Purgatory Cannabis is not open to the public, therefore, the entire facility will be restricted access. Doors will remain locked at all times, accessible through commercial-grade locks. Purgatory Cannabis will train all employees on procedures and policies to prevent persons under age 21 from accessing the premises. Purgatory Cannabis will post a sign at all entries stating "No one under 21 years of age allowed" and "Restricted Access Area - Visitors Must Be Escorted" The signs will be at least 12 inches long and 12 inches wide. The letters will be at least one-half inch in height and will contrast with the background of the sign. Video surveillance cameras will be in operation continuously and will capture all activity around the exterior of the premises. Doors will be equipped with audible alarms to prevent illegal or unauthorized access to the facility. Signs will be posted informing visitors that they are being surveilled. Visitors will be required to show valid, government-issued, photo identification before being allowed into the licensed premises. With the exception of law enforcement, AMCO enforcement, or other authorized individuals, visitors must schedule appointments ahead of time in order to be admitted into the building. If necessary, law enforcement will be contacted to enforce this policy.

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:

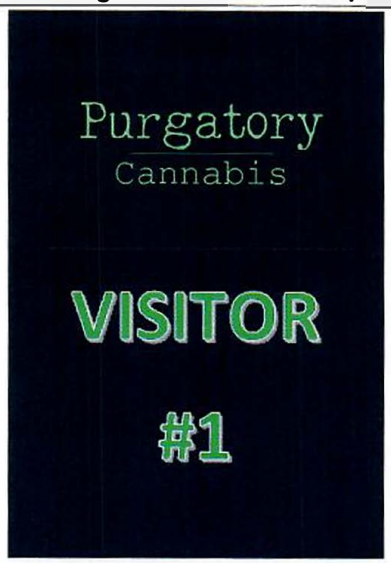
Purgatory Cannabis will post a sign at all entries stating "No one under 21 years of age allowed" and "Restricted Access Area - Visitors Must Be Escorted." All doors will have commercial-grade locks and remain locked at all times. All employees are required to wear ID badges and any visitors in the facility are required to wear visitor badges. Surveillance cameras will continuously monitor all activities in the restricted access areas, as well as the exterior of the premises.

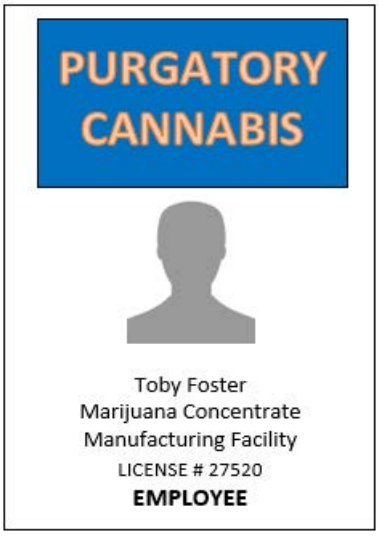
3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

With the exception of regulatory agents, AMCO Enforcement, or law enforcement, all visitors must be pre-approved and pre-scheduled to enter the facility. Visitors will be required to show valid, government-issued photo identification, that shows that they are 21 years of age or older. All visitors will be given a visitor's badge, which they must display on their person at all times. Employees will be required to display employee ID badges that feature their photo, name, company name, logo, and license number. Visitors will sign into a visitor's log, which will show the date, time, and purpose [if necessary] of their visit. All visitors will be escorted by a licensee or an employee at all times, with no more than five (5) visitors per each escort. At the conclusion of the visit, visitors shall return their badges and leave the premises. Visitor logs will be stored as an official business record and will be readily available for review by AMCO Enforcement and law enforcement.

Received by AMCO 1.4.21

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:

Purgatory Cannabis will ensure that exterior lighting fixtures will be installed to keep the premises well lit, and facilitate security surveillance, for a distance of at least 20 feet from all outer perimeters of the building. Bright lighting will be used to assist surveillance cameras in recording all entry points to the building. The lights will be installed with protective coverings and at an inaccessible height to discourage vandalism and prevent obstruction. The exterior lighting will be frequently checked by a licensee or designated employee to ensure that all lights remain operational and undamaged.

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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:

Purgatory Cannabis will either install a regulatory alarm system or contract a third-party security agency for installation and maintenance. The alarm system will be set up with sensors on every exterior door and window, which will set off an audible alarm when disturbed, as well as notify the licensee via an electronic alert sent to their phone. If needed, local law enforcement will be contacted. These alarms will be active at any time that the facility is closed. The first licensee or employee to arrive in the morning will deactivate the alarm system for business hours. The last licensee or employee to leave the premises will activate the alarm system. In the case of an unauthorized breach, the employees will evacuate the building to a pre-determined location, if it is safe and necessary to do so. A designated employee will take a head count of all employees and any visitors that may have been on the premises to check that everyone is accounted for. Employees will await for any instruction from law enforcement and must comply with all directives. Once it is deemed safe to do so, employees will return to the premises and inspect for any property damage or theft and take inventory. In the case that any property damage or theft occurs, all necessary documentation will be promptly submitted to law enforcement officials and AMCO Enforcement. In accordance with AMCO regulation, any event that occurs on the licensed premises that involves local law enforcement will be reported to AMCO Enforcement via email within 24 hours.

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

All marijuana (bud/flower/trim etc.), extracted oil and finalized products will be stored in the restricted access packaging area of the facility. All incoming bud/flower/trim etc., extracted oil and concentrates for final products and waste will be tracked in Metrc. All outbound orders will be cross-checked with Metrc and approved by a licensee or designated employee. Video cameras will continuously monitor all activity inside, and outside, the licensed premises. A Licensee or a designated employee will be required to complete weekly inventory counts to ensure all business records match Metrc generated reports. Weekly counts are documented and maintained as business records, and will be available to any AMCO Enforcement Official or local law enforcement officer who wishes to view them, for five years. If it is suspected that a theft, inversion, or diversion has occurred, employees will notify the licensee immediately. Employees will be trained extensively in spotting theft, diversion, and inversion of marijuana. If an employee has been determined to be stealing marijuana or marijuana product, law enforcement and AMCO will be notified immediately. Thefts will be recorded in Metrc and the stored business records.

3.7. Describe your policies and procedures for preventing loitering:

Purgatory Cannabis will promote business practices that discourage loitering. A Licensee or a designated employee will perform random perimeter checks to ensure that there are no loiters on the premises. All loiterers will be asked to leave and escorted off the premises. If loiterers do not comply, law enforcement will be contacted for back up. In any event that law enforcement is contacted Purgatory Cannabis will notify AMCO electronically as soon as possible but in any event, not more than 24 hours. In addition, the exterior of the building will be well-lit and equipped with 24/7 video surveillance and signs that say "No Loitering". Signs will also be posted that bring notice to the video surveillance. Purgatory Cannabis designated employees and the licensee will view security footage to identify loiterers and potential vandals. Visitors will not be permitted to remain on the premises after their escorted visitation has ended.

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. TZ

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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. [illegible]

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. [illegible]

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

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). [illegible]

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:

Bright lights will be positioned along the building to facilitate surveillance. Multiple twenty four hour video surveillance cameras will be placed strategically to record all restricted access areas of the facility, including all areas where marijuana and marijuana products(concentrates) are processed or manufactured, packaged, stored, wasted, and received/shipped. The exterior of the facility will also have 24 hour video surveillance monitoring any and all persons who enter and exit the facility. The security cameras will be checked regularly for obstructions, ensuring there are 20-foot sight lines from all entry points to the building. All doors, safes, and marijuana storage areas will also have video surveillance coverage to clearly identify the faces of those accessing the areas. A failure notification system will be installed to provide audible and visual notification of any failure in the surveillance system so that it will be promptly addressed. All video surveillance systems will have a backup battery, so that all cameras will be able to continue operation for at least one hour in the event of a power outage.

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 business and surveillance records will be stored on-site in the locked office, ready to be made available to law enforcement or agents of the Marijuana Control Board. Video surveillance will be uploaded to a separate hard drive for longer storage, if needed to aid in any investigations. Only licensees will have access to business records. Records will be stored separately from any marijuana or currency. The security system will be password-protected to defend against any data tampering. All recordings will be stored on the systems DVR for a minimum of forty (40) days and are a part of the business records. All recordings will include the time and date stamp and will be archived in a format that does not permit alteration of the requested images. All data can and will be made accessible for upload to a separate hard drive to maintain records for as long as necessary in the event of a civil, administrative or criminal investigation. All recordings will be available to law enforcement or AMCO agents upon request.

Received by AMCO 1.4.21

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)*; [illegible]

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;** [illegible]

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

d. **records related to advertising and marketing;** [illegible]

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

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

g. **all records normally retained for tax purposes;** [illegible]

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;** [illegible]

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

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

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 required six month business records will be stored in the facility's office, either electronically on a hard drive or in a locked metal filing cabinet. The business records will only be accessible to the Licensees. Records will be managed in accordance with standard retention policies to ensure that they are stored in a consistent and accessible manner. These stored records include inventory and employment logs, manifests, financial books, surveillance records, operational and regulatory documents and communications.

Received by AMCO 1.4.21

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. [Initials]

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

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. [Initials]

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. [Initials]

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. [Initials]

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. [Initials]

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

All employees and licensees of Purgatory Cannabis will be required to have a current marijuana handler permit and valid food handler cards before the start date of their employment. Employee handler cards must be kept current for the duration of their employment. A Licensee will periodically verify that all employees have current cards on file. Purgatory Cannabis's training will include: internal policies and procedures, employee safety measures, personal hygiene, all DEC regulations regarding safety and sanitation and what to do in the event of a recall, diversion, theft and inversion prevention, manufacturing techniques, sanitation, using Metrc software, state statutes and regulations, and relevant municipal codes. Federal laws concerning marijuana will also be discussed and if the need arises, each employee will be taught specific answers regarding this topic that are acceptable responses to provide to customers (marijuana retail establishments), regulatory officers, or others in order to ensure that there is no legal opinion rendered but, provide information on the law in its current state. Training will commence upon initial employment and will be refreshed as needed.

Received by AMCO 1.4.21

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:

All packaging materials that will be sold to marijuana retail establishments for sale to consumers will be child-resistant and unappealing to children. All packaging done at the facility will be performed in a specific 24-hour surveillance monitored area and will then be packaged in a uniform manner with labels secure and clearly displayed. Marijuana products will be individually packaged immediately after manufacturing, and subsequent to positive third party testing, further packaged with approved exterior packaging, health and safety labeling methods. marijuana concentrates will be stored in the secured, restricted access, locked production and packaging room in the facility with 24/7 surveillance when awaiting distribution. For all transports of marijuana products (concentrates), Purgatory Cannabis will create a Metrc generated Trip Manifest. All Trip Manifests will be sent with the products, and an additional copy will be stored and filed on the premises as an official business record. The manifest documents will clearly have the strain name, type of product, batch number, weight, name of the transporter and handlers ID, time of departure and expected delivery, and the make, model, and license plate of the transporting vehicle. All marijuana product (concentrates) will be in a sealed package or container not exceeding ten (10) pounds and then stored in a locked storage compartment within the transport vehicle. The transport vehicle will travel directly between destinations without making any unnecessary stops and at no time during transit will marijuana products be directly visible. All marijuana product packaging will have a label stating that a licensed testing facility has tested each batch in the shipment.

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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):

Purgatory Cannabis will not be posting any signs with a business name or logo on the the manufacturing facility.

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

Purgatory Cannabis may utilize the following medium types when distributing advertisements:
-Newspaper Ads
-Radio Ads
-Social Media to feature specific strains
-Magazine Ads
-Sponsorships & Fundraisers
-Website
-Platforms such as LeafLinks, etc.

Purgatory
Cannabis

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

Signature of licensee

Toby Foster
Printed name of licensee

Notary Public
SHAUNTEALA GRAHAM
State of Alaska
My Commission Expires April 10, 2022

Notary Public in and for the State of Alaska

My commission expires: April 10, 2022

Subscribed and sworn to before me this 18th day of December, 2020.

Received by AMCO 1.4.21

(Additional Space as Needed):

Received by AMCO 1.4.21

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:	Leaf & Larf, LLC	**MJ License #:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	Alaska	**ZIP:**	99635

Received by AMCO 1.4.21

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

Toby Foster

Printed name of licensee

KELLY HARDEN
My Commission Expires
NOTARY PUBLIC
Oct 5, 2024
STATE OF ALASKA

Notary Public in and for the State of Alaska

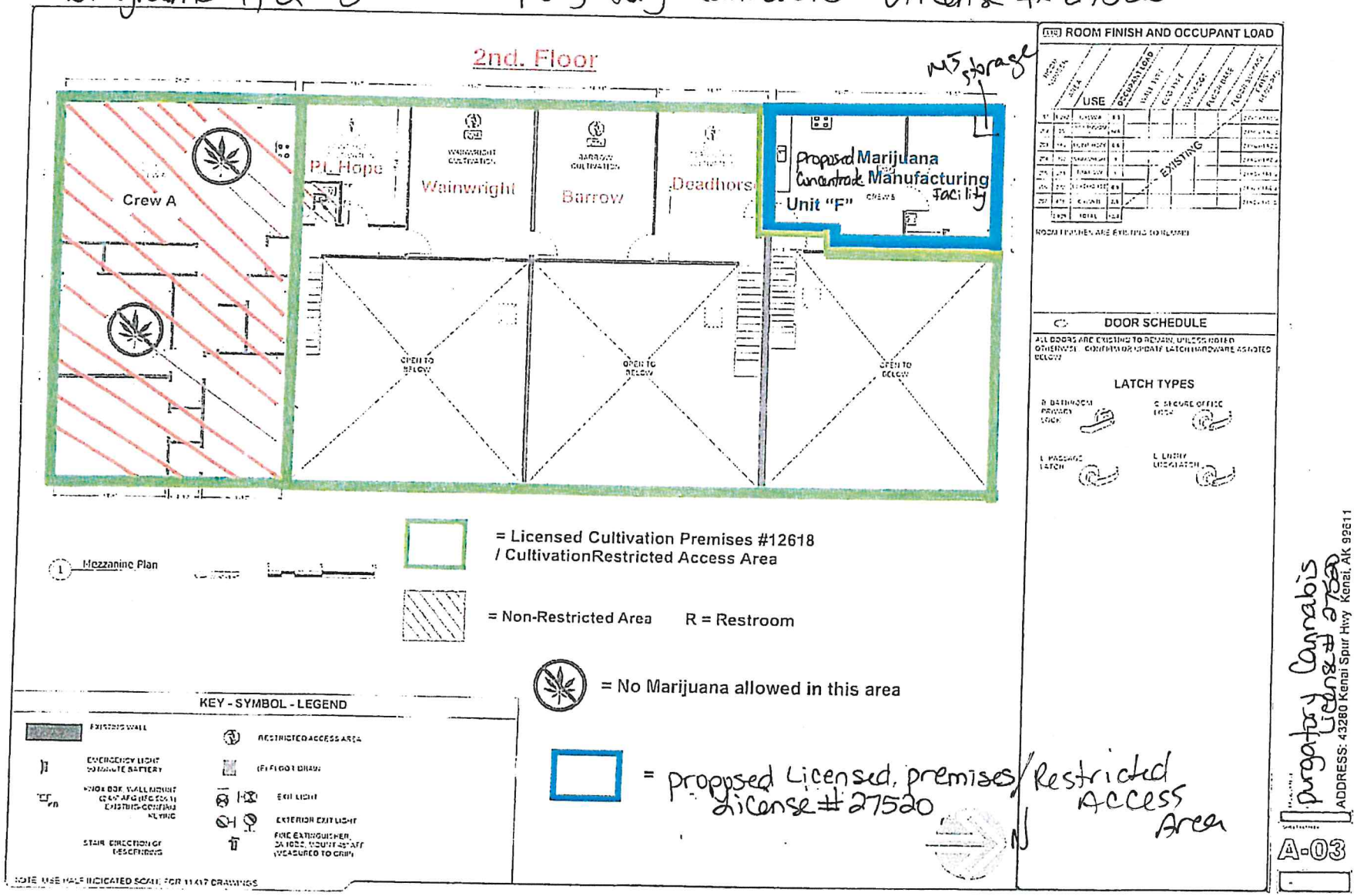
My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 2020.

Received by AMCO 1.4.21

AFTER

Diagrams 1, 2+5 Purgatory Cannabis License # 27520



Received by AMCO 6/1/2021

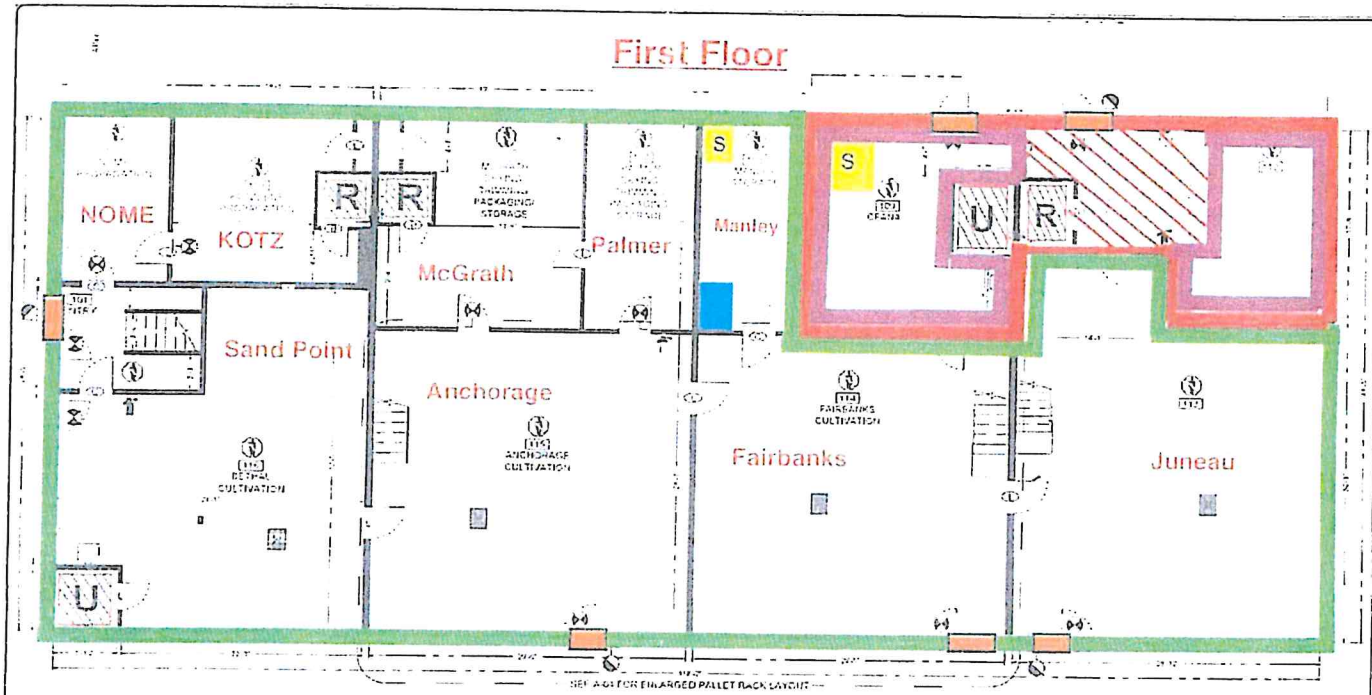
Diagrams 1.1, 2.1 + 5.1

AFTER - NO CHANGES FIRST FLOOR

Purgatory Cannabis
License #27530

HempCo, LLC.
DBA. Alaska Cannabis Company
Standard Marijuana Cultivation License #12618

Seeds & Stems, LLC.
DBA. Alaska Cannabis Company
Marijuana Retail License #18929



1 Ground Level Plan

= Licensed Cultivation Premises #12618 / CultivationRestricted Access Area

= Ingress / Egress

= Retail Licensed Area

= Retail Restricted Area

= Non-Restricted Area

R = Restroom

U = Utility Closet

S = Safe

= Security System /Surveillance Room

N

KEY - SYMBOL - LEGEND

EXISTING WALL
RESTRICTED ACCESS AREA
EMERGENCY LIGHT 90 MINUTE BATTERY
(E) FLOOR DRAIN
EXIT LIGHT
EXTERIOR EXIT LIGHT
FIRE EXTINGUISHER, 2A 10BC, MOUNT 48" AFF (MEASURED TO GRIP)

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

ROOM FINISH AND OCCUPANT LOAD

ROOM NUMBER	AREA	USE	OCCUPANT LOAD	WALL TYPE	CEILING TYPE	MASSAGE	FLOOR DRAIN	FLOOR COVERAGE	EXIT REQUIRED
102	102	ENTRY	N/A						NONE REQ
103	240	HOTEL/CAL	0.1						NONE REQ
104	24	RESTROOM	N/A						NONE REQ
105	22	RESTROOM	N/A						NONE REQ
106	351	MORGAN	1.1						NONE REQ
107	187	PALMER	0.7						NONE REQ
108	115	MANLEY	0.6						NONE REQ
109	330	CHEAPA	1.1						NONE REQ
110	42	RESTROOM	N/A						NONE REQ
111	32	RESTROOM	N/A						NONE REQ
112	210	LEAF	0.5						NONE REQ
113	142	[illegible]	0.8						NONE REQ
114	142	FAIRBANKS	0.8						NONE REQ
115	141	[illegible]	0.9						NONE REQ
116	215	NOME	0.8						NONE REQ
117	31	MINER	N/A						NONE REQ
	3444	TOTAL	10.1						

EXISTING

FINISH MATERIALS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE

DOOR SCHEDULE

ALL DOORS ARE EXISTING TO REMAIN, UNLESS NOTED OTHERWISE. CONFIRM OR UPDATE LATCH HARDWARE AS NOTED BELOW

LATCH TYPE KEY

B BATHROOM PRIVACY LOCK

C SECURE OFFICE LOCK

E COMMERCIAL ENTRY LOCK LATCH

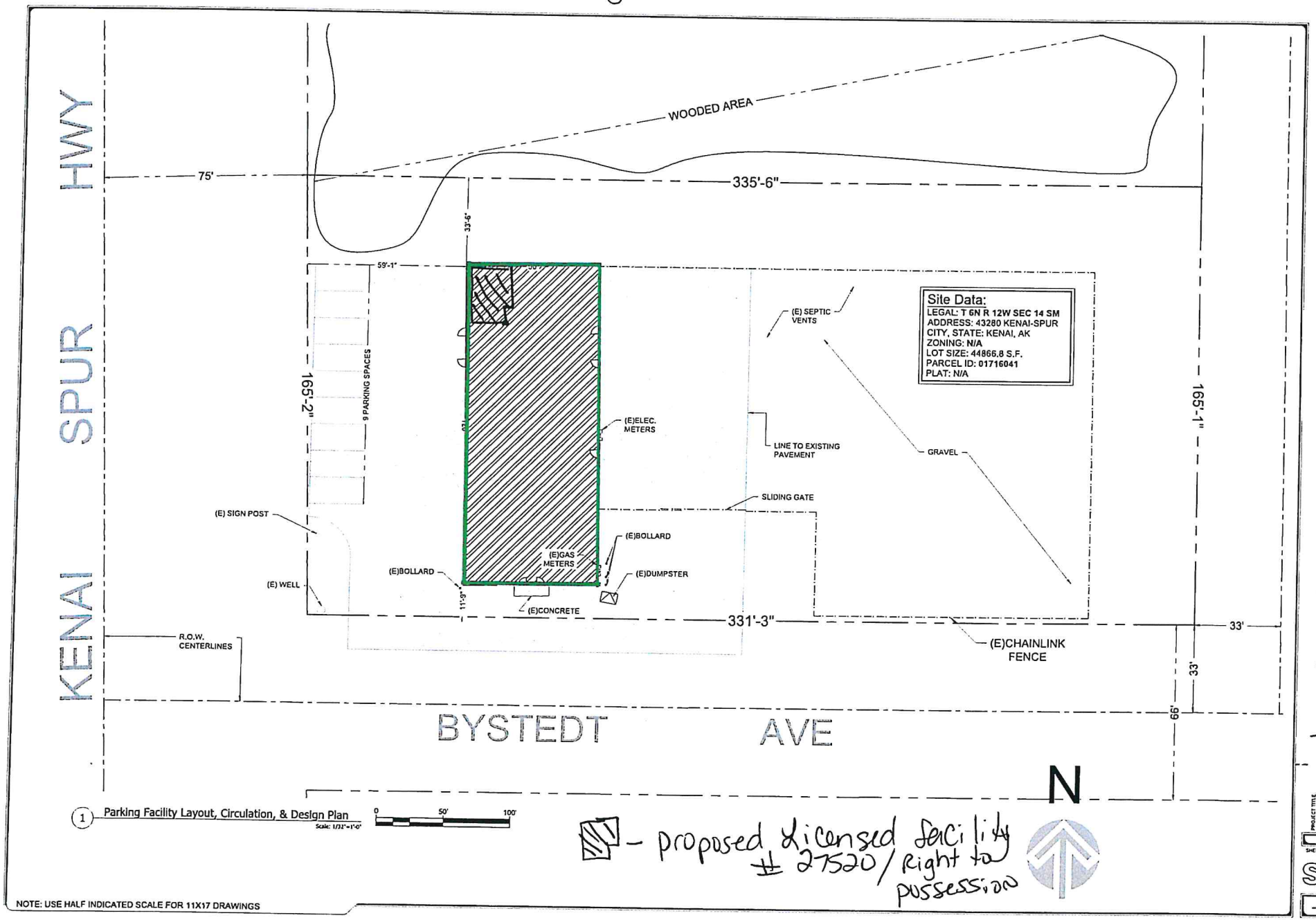
Purgatory Cannabis
#27530

ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

A-02

Received by AMCO 1.4.21

Diagram 3



1 Parking Facility Layout, Circulation, & Design Plan
Scale: 1/32"=1'-0"

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

PROJECT TITLE: Purgatory Cannabis #27520
ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

SHEET NUMBER: SD-1

Received by AMCO 1.4.21

Purgatory Cannabis
License # 27520
Diagram 4

- facility currently housing licenses 12618 + 18929

- proposed licensed premises

N

Received by AMCO 1.4.21

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:	Leaf & Larf, LLC	**MJ License #:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Highway, Unit F				
City:	Kenai	**State:**	Alaska	**ZIP:**	99635

Received by AMCO 1.4.21

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 marijuana and marijuana products (for use in production of concentrates) will be tracked in Metrc from its intake at the facility, to its use in a manufactured product or disposal, to its transfer to another licensed facility. All shipments of marijuana or marijuana product that arrive at the facility will be first inspected by a licensee or designated employee before being accepted and entered as inventory. The shipment contents will be weighed with scales in order to reconcile with the transport manifest, shipment labels and packaging labels to ensure consistency. Any shipments with discrepancies will be rejected. Shipments that pass initial inspection will be accepted into the facility, immediately entered into Metrc and added to the inventory log. At the end of each business day, a Purgatory Cannabis Licensee or a designated employee will reconcile each transfer to or from another licensed facility with Metrc and the inventory on hand to ensure consistency and to resolve discrepancies immediately. A random sample(s) of each concentrate manufactured at the facility will be sent to a licensed testing lab before being transferred to another licensed facility, the remainder of the production lot will be segregated from all other product until the testing results are received. Once passing testing results are received from the testing lab, marijuana products will be packaged and labeled in compliance with AMCO regulations. The packaged products will then be transported by a Purgatory Cannabis employee who holds a valid marijuana handler permit, or by a third party transport company with valid marijuana handler permits. All transfers will be entered into Metrc, which will generate a trip manifest that will be sent with each shipment as well as stored on site as a business record.

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:

Purgatory Cannabis may use the following equipment, gases, chemicals and other compounds:

Closed loop hydrocarbon extractor designed for various solvents (Butane, Ethanol, Propane, and Isopropyl Alcohol); recovery pump, solvent recovery tank, solvent scale, heated water circulator and chiller; vacuum pumps; extraction washing machine; homogenizers, certified scales; nano-emulsifier; closed loop rotary evaporator, vacuum ovens; freezer; centrifuge; grinder; chillers, short path distillation equipment, water bath, ultra-sonic cleaner.

The facility may also use non-solvent methods of extraction, such as kief sifting, Cold water/dry ice methods, and a heat-press for rosin.

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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:

Purgatory Cannabis anticipates the following marijuana plant and product waste at the manufacturing facility; (1) contaminated or infected marijuana or marijuana products (2) marijuana or marijuana products (concentrates) deemed by the licensee or a manager as unfit for sale or consumption for any reason (3) marijuana product that fails lab testing (4) marijuana plant waste created during the extraction process (5) marijuana or marijuana product that becomes expired (6) other marijuana or marijuana product waste as determined by the MCB. Once marijuana or marijuana product is deemed as waste, it will be separated from all other marijuana and marijuana products and securely stored in locked bins on the licensed premises. At least three days prior to rendering the waste unusable, the waste will be recorded in Metrc and an email notification will be sent to AMCO Enforcement. All solid marijuana plant waste (plant matter waste from the extraction process such as plant matter that is pressed/squeezed to extract oil) and marijuana product waste will be ground and mixed with other solid compostable or non-compostable waste such as paper waste, plastic waste, cardboard waste, food waste, yard waste, vegetable grease or oil 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 stored away from all other marijuana and marijuana products inside the facility in a locked waste container. The unusable waste will then be transferred to an outside waste storage container, which will transported to a landfill via a designated employee or a contracted local waste services truck. The logged information will be securely stored and will be made available, upon request, to AMCO at any time.

Received by AMCO 1.4.21

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:

A designated Purgatory Cannabis Licensee or designated employee will be responsible for collecting a random sample (s) from each production lot to be sent to a licensed testing facility. The Licensee or 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 maintained on site as a business record. The sample will be transported to the testing facility by a Purgatory Cannabis employee who holds a valid marijuana handler permit or by a third party transport company who has valid marijuana handler permits. The remainder of the production lot will be quarantined in secure containers, separate from all other marijuana and marijuana products, until the testing results are received. During the quarantine period, all product will be securely stored on site and kept cool and dry to prevent contamination or loss of efficacy. Testing facility results will be stored on site as an official business record and will be made available to AMCO upon request.

Received by AMCO 1.4.21

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;** TF

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

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.** TF

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

Signature of licensee

Toby Foster

Printed name of licensee

Notary Public
SHAUNTEALA GRAHAM
State of Alaska
My Commission Expires April 10, 2022

Notary Public in and for the State of Alaska

My commission expires: April 10, 2022

Subscribed and sworn to before me this 21st day of December, 2020.

Received by AMCO 1.4.21

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-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:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	AK	**ZIP:**	99635

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: 10/26/2020 End Date: 11/05/2020

Other conspicuous location: Post Office Bulletin Board - 140 Bidarka Street, Kenai, AK 99611

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

Signature of licensee

Toby Foster

Printed name of licensee

KELLY HARDEN
My Commission Expires
NOTARY PUBLIC
Oct 5, 2024
STATE OF ALASKA

Notary Public in and for the State of Alaska

My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 2020.

Received by AMCO 1.4.21

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

Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	AK	**ZIP:**	99635

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): Kenai Peninsula Borough Date Submitted: 10/26/2020

Name/Title of LG Official 1: Johni Blankenship/Borough Clerk Name/Title of LG Official 2: _____

Community Council: N/A 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

Toby Foster
Printed name of licensee

KELLY HARDEN
My Commission Expires
NOTARY PUBLIC
Oct 5, 2024
STATE OF ALASKA

Notary Public in and for the State of Alaska

My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 20 20

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PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA } **SS:**

Jeff Hayden being first duly sworn, on oath deposes and says:

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Sound Publishing / Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

Marijuana License
October 29, 2020
November 5, 2020
November 12, 2020

X _____

SUBSCRIBED AND SWORN before me on this

11th **day of** Dec **, 2020.**

_____

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3-6-24 **.**

Elizabeth A. McDonald
Notary Public, State of Alaska
Commission #200306009
My Commission Expires March 6, 2024

Marijuana License Notice

Leaf & Larf, LLC is applying under 3 AAC 306.500(a)(2) for a new Marijuana Concentrate Manufacturing Facility license, license #27520, doing business as Purgatory Cannabis, located at 43280 Kenai Spur Hwy,Unit F, Nikiski, AK, 99635, 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 writtennotice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at https://www.commerce.alaska.gov/web/amco. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

Pub: Oct 29, Nov 5 & 12, 2020 912382

Received by AMCO 1.4.21

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:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	Alaska	**ZIP:**	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Toby Foster		
Title:	Manager, Member		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 1.4.21

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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

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

Signature of licensee

Toby Foster
Printed name of licensee

KELLY HARDEN
My Commission Expires
NOTARY PUBLIC
Oct 5, 2024
STATE OF ALASKA

Notary Public in and for the State of Alaska

My commission expires: 10/5/24

Subscribed and sworn to before me this 13th day of November, 2020.

Received by AMCO 1.4.21

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

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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:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	Alaska	**ZIP:**	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Robb Rood		
Title:	Member		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 1.4.21

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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

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

Signature of licensee

DAVID PARMELY NOTARY PUBLIC STATE OF ALASKA

Notary Public in and for the State of Alaska

Robb Rood

Printed name of licensee

My commission expires: FEB 14, 2021

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

Received by AMCO 1.4.21

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?

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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:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	Alaska	**ZIP:**	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	John Cox		
Title:	Member		
SSN:	[redacted]	**Date of Birth:**	[redacted]

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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

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

Signature of licensee

John Cox

Printed name of licensee

Brett E. Johnson

Notary Public in and for the State of Alaska

BRETT E. JOHNSON
My Commission Expires
NOTARY PUBLIC
Nov 5, 2023
STATE OF ALASKA

My commission expires: Nov. 5th, 2023

Subscribed and sworn to before me this 17 day of November, 20 20.

Received by AMCO 1.4.21

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:	Leaf & Larf, LLC	**License Number:**	27520		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Purgatory Cannabis				
Premises Address:	43280 Kenai Spur Hwy, Unit F				
City:	Nikiski	**State:**	Alaska	**ZIP:**	99635

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jenny Foster		
Title:	Member		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 1.4.21

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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

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

Signature of licensee

STATE OF ALASKA
NOTARY PUBLIC
Mercedes Curran
My Commission Expires Dec 20, 2023

Notary Public in and for the State of Alaska

Jenny Foster
Printed name of licensee

My commission expires: 12/20/2023

Subscribed and sworn to before me this 19th day of November, 2020.

Received by AMCO 1.4.21

REAL ESTATE
SUBLEASE

This Sublease Agreement (this "Sublease") is dated November 24, 2020 by and between Hempco, LLC ("Sublessor"), and Leaf & Larf, LLC DBA Purgatory Cannabis ("Subtenant"). The parties agree as follows:

PREMISES. Sublessor in consideration of the lease payments provided in this Sublease, leases to Purgatory Cannabis (the "Premises") located at 43280 Kenai Spur Hwy, Unit F, Nikiski, AK 99635.

TERM. The sublease term will begin November, 24, 2020 and will terminate on March 31, 2022 with one (1) option to renew term of five (5) years.

LEASE PAYMENTS. Subtenant shall pay to Sublessor monthly installments of $500.00 payable on the first day of each month.

POSSESSION. Subtenant shall be entitled to possession on the first day of the term of this Sublease and shall yield possession to Sublessor on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Subtenant may use the Premises for the commercial manufacturing of marijuana concentrates. The Premises may be used for any other purpose only with the prior written consent of Sublessor, which shall not be unreasonably withheld. Subtenant shall notify Sublessor of any anticipated extended absence from the Premises not later than the first day of the extended absence.

LATE PAYMENTS. For any payment that is not paid within 15 days after its due date, Subtenant shall pay a late fee of $250.00.

UTILITIES: Utilities are to be paid by the Subtenant.

HOLDOVER. If Subtenant maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Subtenant shall pay to Sublessor lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Sublease.

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

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

REMODELING OR STRUCTURAL IMPROVEMENTS. Subtenant shall have the obligation to conduct any construction or remodeling (at Subtenant's expense) that may be required to use the Premises as specified above. Subtenant may also construct such fixtures on the Premises (at

Received by AMCO 6/1/2021

Subtenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Sublessor which shall not be unreasonably withheld. Subtenant shall not install awnings or advertisements on any part of the Premises without Sublessors prior written consent. At the end of the lease term, Subtenant shall be entitled to remove (or at the request of Sublessor shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Sublease.

ACCESS BY SUBLESSOR TO PREMISES. Subject to Subtenant's consent (which shall not be unreasonably withheld), Sublessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Sublessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Sublessor may enter the Premises without Subtenant's consent. During the last three months of this Sublease, or any extension of this Sublease, Sublessor shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Subtenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Subtenant agrees to indemnify, hold harmless, and defend Sublessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Sublessor may suffer or incur in connection with Subtenant's possession, use or misuse of the Premises, except Sublessors act or negligence.

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

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

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

DEFAULT. In the event of a default, Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

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M.N.

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

SUBLESSOR:

Hempco, LLC
1540 North Shoreline Drive
Wasilla, AK 99654

SUBTENANT:

Leaf & Larf, LLC
43280 Kenai Spur Hwy
Nikiski, AK 99635

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

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

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

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

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

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

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

MW

Received by AMCO 6/1/2021

SUBLESSOR:

Hempco, LLC
BY:

Managing Member, Jenny Foster

SUBTENANT:

Leaf & Larf, LLC
BY:

Toby Foster, Managing Member

I, Mike Navarre, President of Zan, INC. hereby agree to allow Hempco, LLC to sublease a portion (Suite F) of 73280 Kenai Spur Hwy, Nikiski, AK 99635, to Leaf & Larf, LLC for the purposes referred to in this sublease agreement.

Dated this 24th day of November 2020.

Mike Navarre, President of Zan, INC.

Received by AMCO 6/1/2021

MN

COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Hempco, LLC 1540 North Shoreline Dr. Wasilla, AK 99654, hereinafter referred to as LESSEE, the sum of $ dollars, evidenced by check # , as a deposit which shall belong to Lessor and shall be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from 4-1-17 to 4-30-17	$6,540.00	$	$6,540.00
Security deposit (not applicable toward last month's rent) . . .	$6,525.00	$	$6,525.00
Last Month's Rent	$8,715.00	$	$8,715.00
TOTAL	$21,770.00	$	$21,770.00

In the event this Lease is not accepted by the Lessor within 7 days, the total deposit received will be refunded.
Lessee offers to lease from Lessor the premises situated in the Kenai Peninsula Borough, state of Alaska, described as 43280 Kenai Spur Hwy, upon the following terms and conditions:

1. **TERM:** The term will commence on 3-1-17 and end on 3-31-22 with two (2) three (3) year extensions with a three (3)% increase each extension period. Lessee to take occupancy for two (2) middle units (B&C) on 3-1-17. Lessee to take occupancy of South unit D on 3-15-17. Lessee to take occupancy of North unit A on 9/1/17. Lessee must provide Lessor with a written (Ninety) 90 day notice prior to vacating the premises at the end of current lease. Any renewals to be negotiated within the ninety (90) day notification period.
2. **RENT:** The total rent will be $6,540.00 per month (sales tax included) beginning 4-1-17, then beginning 9-1-17 total rent to increase to $8,715.00 and is payable as follows: Due on the first of each month.
   All rents will be paid to Lessor (ZAN, Inc.) or his/her authorized agent, at the following address: PO Box 2009 Kenai, AK 99611 or at such other places as may be designated by Lessor from time to time. In the event rent is not paid within 7 days after due date, Lessee agrees to pay a late charge of $100.00 plus interest at 18% per annum on the delinquent amount. Lessee further agrees to pay $100 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.
3. **USE:** The premises are to be used for Lawful Marijuana Cultivation, Lawful Marijuana Product Manufacturing, Lawful Marijuana Concentrate Manufacturing & Lawful Marijuana Retail and other business activities attendant to Lessee's business, and for no other purpose, without prior written consent of Lessor, Lessee will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
4. **USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance or property taxes upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.
5. **ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.
6. **ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all borough and state authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or borough abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.
7. **SMOKING ON PREMISES:** No smoking is allowed inside of the building. Lessee could be liable for up to $10,000.00 for the cost of replacing the paint, carpet and window coverings if caught smoking in the building.
8. **MAINTENANCE, REPAIRS, ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition. The premises will be surrendered, at termination of the Lease in as good condition as received, except for normal wear and tear.
   Lessor will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways (other than snow removal), lawns, and shrubbery as well as plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment, except those installed by Lessee. Lessee to maintain the water system.
   No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least two (2) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens.
9. **ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time within ninety (90) days prior to the expiration of this Lease, to place upon premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.
10. **INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.
11. **POSSESSION:** Lessor to deliver possession of the premises within ninety (90) days or sooner as the renovations and Lessors move out date allows. Lessor will complete renovations and vacate premises as soon as possible.
12. **LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain public liability, and property damage insurance insuring Lessee and Lessor with minimum liability limits as follows: $1,000,000.00 CSL.
    Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.
13. **LESSOR'S INSURANCE:** Lessor will maintain property insurance covering the building and improvements owned by the Lessor throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.
14. **UTILITIES:** Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises including snow removal.
15. **SIGNS:** Lessor must approve all signage. Lessee will not place, maintain, or permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonable withheld.
16. **ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.
    Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.

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17. **CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her trade fixtures or moving expenses.

18. **TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee.
Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.

19. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within (60) sixty days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party with the sixty (60) day period.

20. **HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property, Lessee will be responsible for the cost of removal of any toxic contamination caused by lessee's use of the premises.

21. **INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

22. **DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his/her option, terminate the Lease and recover from Lessee an amount equal to: (a) the amount of unpaid rent at the time of termination; (b) the unpaid rent after termination and until the time of the award less any amount of such rent that the Lessee proves could have been reasonably avoided; (c) the unpaid rent for the balance of the term after the time of award less any amount of such rent that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.
Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.
These provisions will not limit any other rights or remedies which Lessor may have.

23. **SECURITY:** The security deposit will secure the performance of the Lessee's obligations, Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

24. **DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.
Floors in office area and upstairs apartment to be polished and waxed by a professional cleaning service upon vacating premises.

25. **ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees.

26. **WAIVER:** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

27. **NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective five days after mailing, or on personal deliver, or when receipt is acknowledged in writing.

28. **TIME:** Time is of the essence of this Lease.

29. **HEIRS, ASSIGNS, SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

30. **AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act. The one bathroom at the main level office area to meet ADA requirements.

31. **LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

32. **ESTOPPEL CERTIFICATE:**

(a) On ten (10) days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor; (2) that there are no uncured defaults in Lessor's performance; and (3) that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender to buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender to buyer. All financial statements will be received by the Lessor or the lender to buyer in confidence and will be used only for the purposes set forth.

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33. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties.

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee _____ Date 02/16/2017 Lessee Jenny Foster Date 02/16/2017
Hempco, LLC Hempco, LLC

Receipt for deposit acknowledged by: _____ Date 2/17/2017

ACCEPTANCE

The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above.

Lessor Gilles Navarre Date 2/17/2017 Lessor _____ Date _____
PRES. ZAN, INC.

Lessee acknowledges receipt of a copy of the accepted Lease.

Lessee _____ Date 2/17/2017 Lessee _____ Date _____
Hempco, LLC Hempco, LLC

Received by AMCO 1.4.21

3RD AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is entered into between Zan, Incorporated (Lessor) and Hempco, LLC (Lessee) effective as of the 28th day of May, 2021 under that certain Lease between Lessor and Lessee, originally dated February 17, 2017, related to the property commonly known as 43280 Kenai Spur Hwy, Kenai, Alaska 99635

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LESSOR AND LESSEE, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

1. **Unit Assignment:** The entire building is comprised of Units A-D, and Lessee has occupancy of the entire building under the Lease dated February 17, 2017. Lessor has authorized Lessee to sublease part of the Premises and has authorized Lessee to assign additional units for separating business occupancies within the Premises. Therefore, Lessee is authorized to assign additional units designated as E & F within the existing leased Premises (suites A through D) and sublease units E & F to a sublessee.
2. **Default**: Sub-Lessor shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the licensed premises if Sub-Lessee cannot be reached, abandons the property, or similar event.

Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

DATED effective as of the year and date above set forth.

Lessor:
Zan, Inc.

By: _____
Mike Navarre, President

Lessee:
Hempco, LLC

By: _____

Received by AMCO 6/1/2021

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	Leaf & Larf, LLC

Entity Type: Limited Liability Company

Entity #: 10116171

Status: Good Standing

AK Formed Date: 10/23/2019

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: PO BOX 595 , KENAI, AK 99611

Entity Physical Address: 43280 KENAI SPUR HWY. , 99635, AK 99635

Registered Agent

Agent Name: Toby Foster

Registered Mailing Address: PO BOX 595, KENAI, AK 99611

Registered Physical Address: 43280 KENAI SPUR HWY., NIKISKI, AK 99635

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Jenny Foster	Member	33.00
	JOHN COX	Member	23.00
	ROBB ROOD	Member	10.00
	Toby Foster	Manager, Member	34.00

Filed Documents

Date Filed	Type	Filing	Certificate
10/23/2019	Creation Filing	Click to View	Click to View
10/23/2019	Initial Report	Click to View	
3/16/2020	Change of Officials	Click to View	
10/20/2020	Biennial Report	Click to View	

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Alaska Entity #10116171

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

Certificate of Organization

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

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

Leaf & Larf, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 23, 2019**.

Julie Anderson
Commissioner

Received by AMCO 1.4.21

AK Entity #: 10116171
Date Filed: 10/23/2019
State of Alaska, DCCED

FOR DIVISION USE ONLY

THE STATE of ALASKA

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

Articles of Organization

Domestic Limited Liability Company

Web-10/23/2019 12:53:38 PM

1 - Entity Name

Legal Name: Leaf & Larf, LLC

2 - Purpose

Any lawful purpose.

3 - NAICS Code

453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

4 - Registered Agent

Name: Toby Foster

Mailing Address: PO Box 595, Kenai, AK 99611

Physical Address: 43280 Kenai Spur Hwy., Nikiski, AK 99635

5 - Entity Addresses

Mailing Address: PO Box 595 , Kenai, AK 99611

Physical Address: 43280 Kenai Spur Hwy., 99635, AK 99635

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Toby Foster			Organizer

Name of person completing this online application

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

Name: Toby Foster

Received by AMCO 1.4.21

AK Entity #: 10116171
Date Filed: 10/20/2020
State of Alaska, DCCED

FOR DIVISION USE ONLY

THE STATE of ALASKA

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

Domestic Limited Liability Company

2021 Biennial Report

For the period ending December 31, 2020

Web-10/20/2020 1:04:50 PM

Due Date: This report along with its fees are due by January 2, 2021

Fees: If postmarked before February 2, 2021, the fee is $100.00.
If postmarked on or after February 2, 2021 then this report is delinquent and the fee is $137.50.

Entity Name: Leaf & Larf, LLC

Entity Number: 10116171

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 43280 KENAI SPUR HWY. , 99635, AK 99635

Mailing Address: PO BOX 595 , KENAI, AK 99611

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

Name: Toby Foster

Physical Address: 43280 KENAI SPUR HWY., NIKISKI, AK 99635

Mailing Address: PO BOX 595, KENAI, AK 99611

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

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

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Toby Foster	PO BOX 595, KENAI, AK 99611	34.00	X	X
Jenny Foster	PO BOX 595, KENAI, AK 99611	33.00		X
JOHN COX	PO BOX 595, KENAI, AK 99611	23.00		X
ROBB ROOD	PO BOX 595, KENAI, AK 99611	10.00		X

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

Purpose: Any lawful purpose.

NAICS Code: 339999 - ALL OTHER MISCELLANEOUS MANUFACTURING

New NAICS Code (optional):

Received by AMCO 1.4.21

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

Name: Toby Foster

Received by AMCO 1.4.21

OPERATING AGREEMENT OF
LEAF & LARF, LLC

THIS AGREEMENT is among LEAF & LARF, LLC an Alaska limited liability company (the "Company"), Toby Foster, Jenny Foster, John Cox and Robb Rood (the "Initial Member").

RECITALS

The Company is a limited liability company formed under the Alaska Limited Liability Company Act. The other parties to this Agreement are the Company's initial Members. The parties intend by this Agreement to define their rights and obligations with respect to the Company's governance and financial affairs and to adopt regulations and procedures for the conduct of the Company's activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1. DEFINITIONS

1.01. Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.02. Defined Terms

. **(a)** "**Act**" means the Alaska Limited Liability Company Act.

. **(b)** "**Affiliate,**" with respect to a Person, means (1) a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Person, (2) a Person who owns or controls at least ten percent of the outstanding voting interests of the Person, (3) a Person who is an officer, director, manager or general partner of the Person, or (4) a Person who is an officer, director, manager, general partner, trustee or owns at least ten percent of the outstanding voting interests of a Person described in clauses (1) through (3) of this sentence.

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(c) "**Agreement**" means this agreement, including any amendments.

(d) "**Articles**" means the Articles of Organization filed with the Division of Banking, Securities and Corporations to organize the Company as a limited liability company, including any amendments.

(e) "**Available Funds**" means the Company's gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company's indebtedness; (2) expenditures incurred incident to the usual conduct of the Company's business; and (3) amounts reserved to meet the reasonable needs of the Company's business.

(f) "**Bankruptcy**" means the filing of a petition seeking liquidation, reorganization, arrangement, readjustment, protection, relief or composition in any state or federal bankruptcy, insolvency, reorganization or receivership proceeding.

(g) "**Capital Account**" of a Member means the capital account maintained for the Member in accordance with Article 4.04.

(h) "**Capital Investment**" of a Member means an amount equal to the excess of the cumulative value of the Member's Contributions of cash and property over the cumulative value of the Member's Distributions of cash and property. For purposes of this definition, (1) Distributions out of Available Funds are not taken into account and (2) the value of any Contribution or Distribution of property in kind is as recorded on the Company's books at the time of the Contribution or Distribution.

(i) "**Code**" means the Internal Revenue Code of 1986, as amended.

(j) "**Company**" means LEAF & LARF, LLC and any successor limited liability company.

(k) "**Competing Activity**" means an activity that competes with

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or is benefitted by the Company's present or prospective activities. A passive investment in an Entity engaged in a Competing Activity is itself a Competing Activity only if the investor and the Entity and Affiliates.

(l) "**Contribution**" means anything of value that a Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(m) "**Dissociation**" means a complete termination of a Member's membership in the Company in consequence of an event described in Article 3.06.

(n) "**Distribution**" means the Company's direct or indirect transfer of money or other property with respect to a Membership Interest.

(o) "**Effective Date,**" with respect to this Agreement, means the date on which the Company's existence as a limited liability company begins, as prescribed by the Act.

(p) "**Entity**" means an association, relationship or artificial person through or by means of which an enterprise or activity may be lawfully conducted, including, without limitation, a partnership, trust, limited liability company, corporation, joint venture, cooperative or association.

(q) "**Member**" means an initial Member and any Person who subsequently is admitted as an additional or substitute Member after the Effective Date, in accordance with Article 3.01.

(r) "**Membership Interest**" means a Member's percentage interest in the Company, consisting of the Member's right to share in the Company's Profit, receive Distributions, participate in the Company's governance, approve the Company's acts and receive information pertaining to the Company's affairs. The Membership Interests of the initial Members are set forth in Article 3.01. Changes in Membership Interests after the Effective

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Date, including those necessitated by the admission and Dissociation of Members, will be reflected in the Company's records. The allocation of Membership Interests reflected in the Company's records from time to time is presumed to be correct for all purposes of this Agreement and the Act.

(s) "**Minimum Gain**" means minimum gain as defined in Sections 1.704- 2(b)(2) and 1.704-2(d) of the Regulations.

. **(t)** "**Person**" means a natural person or an Entity.

. **(u)** "**Profit,**" as to a positive amount, and "Loss," as to a negative amount,

mean, for a Taxable Year, the Company's income or loss for the Taxable Year, as determined in accordance with accounting principles appropriate to the Company's method of accounting and consistently applied.

(v) "**Regulations**" means proposed, temporary or final regulations promulgated under the Code by the Department of the Treasury, as amended.

(w) "**Taxable Year**" means the Company's taxable year as determined in accordance with Article 5.02(b).

(x) "**Transfer,**" as a noun, means a transaction or event by which ownership of a Membership Interest is changed or encumbered, including, without limitation, a sale, exchange, abandonment, gift, pledge or foreclosure. "Transfer," as a verb, means to effect a Transfer.

(y) "**Transferee**" means a Person who acquires a Membership Interest by Transfer from a Member or another Transferee and is not admitted as a Member in accordance with Article 3.01.

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ARTICLE 2. THE COMPANY

2.01. **Status.** The Company is an Alaska limited liability company organized under the Act.

2.02. **Name.** The Company's name LEAF & LARF, LLC.

2.03. **Term.** The Company's existence commenced on October 23, 2019. and will continue until terminated under this Agreement.

2.04. **Purposes.** The Company's purposes are (a) to engage in the legal cannabis trade; and (b) to engage in any other lawful activity for which a limited liability company may be organized under the Act. The Company may take any action incidental and conducive to the furtherance of those purposes.

2.05. **Principal Office.** The Company's principal office is located at 43280 Kenai Spur Hwy. Kenai, Alaska 99635

2.06 **Mailing Address.** The Company's mailing address is:
P.O. Box 595 Kenai, Alaska 99611

2.07. **Registered Agent and Registered Office.** The Company's registered office in Alaska is located at 43280 Kenai Spur Hwy. Kenai, Alaska 99611, and its registered agent at that location is Toby Lynn Foster. The Company may change its registered agent or registered office at any time in accordance with the Act and with a super majority vote of 66% of the members.

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ARTICLE 3. MEMBERS

3.01. Identification.

(a) Members. The names, addresses, Title and Membership Interests of the Members are as follows:

Toby Foster P.O. Box 595 Kenai, Alaska 99611 Member	34%
Jenny Foster P.O. Box 595 Kenai, AK 99611 Member	33%
John Cox *2962 Brittney Place* Anchorage, AK 99504 Member	23%
Robb Rood *2350 Cleo* *Anchorage, AK 99516* Member	10%

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(b) Additional and Substitute Members. The Company may admit additional or substitute Members only with the approval of Members whose aggregate Membership Interest exceeds 66 percent. A Member may withhold approval of the admission of any Person for any or no reason.

(c) Rights of Additional or Substitute Members. A Person admitted as an additional or substitute Member has all the rights and powers and is subject to all the restrictions and obligations of a Member under this Agreement and the Act.

3.02. Changes and Verification of Membership Interests.

(a) Changes in Membership Interests.

The Members' Membership Interests may be changed only with the approval of all Members.

(b) Verification of Membership Interests. Within 10 days after receipt of a Member's written request, the Company will provide the Member with a statement of the Member's Membership Interest. The statement will serve the sole purpose of verifying the Member's Membership Interest, as reflected in the Company's records, and will not constitute for any purpose a certificated security, negotiable instrument or other vehicle by which a Transfer of a Membership Interest may be affected.

3.03. Manner of Acting.

(a) Meetings.

(i) Right to Call. Any Member or combination of Members whose Membership Interest exceeds 10 percent may call a meeting of Members by giving written notice to all Members not less than 10 nor more than 60 days prior to the date of the meeting. The notice must specify the date of the meeting and the nature of any business to be transacted. A Member may waive notice of a meeting of Members orally, in writing or by attendance at

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the meeting.

(ii) Proxy Voting. A Member may act at a meeting of Members through a Person authorized by signed proxy.

(iii) Quorum. Members whose aggregate Membership Interest exceeds 50 percent will constitute a quorum at a meeting of Members. No action may be taken in the absence of a quorum.

(iv) Required Vote. Except with respect to matters for which a greater minimum vote is required by the Act or this Agreement, the vote of Members present whose aggregate Membership Interest exceeds 50 percent of the aggregate Membership Interest of all Members present will constitute the act of the Members at a meeting of Members.

(b) Written Consent. The Members may act without a meeting by written consent describing the action and signed by Members whose aggregate Membership Interest is at least equal to the minimum that would be necessary to take the action at a meeting at which all Members were present.

3.04. Extraordinary Matters. Notwithstanding any other provision of this Agreement, the vote of Members whose aggregate Membership Interest is at least 66 percent is required for approval of: (a) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the Company's assets; (b) the Company's merger with or conversion into another Entity; (c) an undertaking involving a debt or obligation in excess of 10% of the Company’s yearly revenue; (d) compromise of a dispute involving an amount in controversy in excess of $50,000; (e) redemption of a Membership Interest; (f) extraordinary Distributions; and (g) indemnification of a Member. (h) Changes to the operating agreement; (j) Dissolution of the company.

3.05. Fiduciary Duties.

(a) Exculpation. A Member will not be liable to the Company or any other Member for an act or omission done in good faith to promote the Company's best interests, unless the act or omission constitutes gross negligence,

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intentional misconduct, or a knowing violation of law.

(b) Justifiable Reliance. A Member may rely on the Company's records maintained in good faith and on information, opinions, reports, or statements received from any Person pertaining to matters the Member reasonably believes to be within the Person's expertise or competence.

(c) Conflicts of Interest.

(i) Competing Activities. A Member may not participate, directly or indirectly, in a Competing Activity. If a Member nevertheless participates in a Competing Activity, the Member will account to the Company for any income the Member derives from such participation.

(ii) Company Opportunities. A Member will disclose to the Company any business opportunity that the Member believes or has reason to believe the Company would accept if brought to its attention. If the Company declines to accept the opportunity, and if the opportunity does not involve a Competing Activity, the Member may pursue the opportunity for the Member's own account. If the Member fails to disclose the opportunity, the Member will account to the Company for any income the Member derives from the opportunity and will indemnify the Company for any loss the Company incurs as a result of the failure to disclose.

(d) Extent of Required Involvement. A Member must devote only the amount of time to the Company's activities as is reasonably necessary to discharge the Member's responsibilities and will be free to pursue gainful employment with any other Person, in any capacity, without accounting to the Company or the other Members.

(e) Self-Dealing. A Member may enter into a business transaction with the Company if the terms of the transaction are no less favorable to the Company than those of a similar transaction with an independent third party. Approval or ratification by Members having no interest in the transaction will constitute conclusive evidence that the terms satisfy the foregoing condition.

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(f) Indemnification of Members. The Company may but is not required to indemnify each Member for all expenses, losses, liabilities and damages the Member actually and reasonably incurs in connection with the defense or settlement of any action arising out of or relating to the conduct of the Company's activities, except an action with respect to which the Member is adjudged to be liable for breach of a fiduciary duty owed to the Company or the other Members under the Act or this Agreement.

(g) Compensation. The Company may compensate a Member for services rendered to or on behalf of the Company. A Member's compensation may be determined with or without regard to Profit or other indicators of the results of operations. Compensation paid to Members will be treated as an expense for purposes of determining Profit. The Company will reimburse each Member for reasonable expenses properly incurred on the Company's behalf.

(h) Withdrawal of a Member. A Member may withdraw from the Company only with the approval of remaining Members whose aggregate Membership Interest exceeds 66 percent of the aggregate Membership Interest of all remaining Members

(i) Removal of a Member. At any time, there are more than two Members, the Company may remove a Member, but only for *cause* and with the approval of Members whose aggregate Membership Interest exceeds 66 percent.

3.06. Transfer of Membership Interest.

(a) Transfers Prohibited. A Member may not Transfer, directly or indirectly, all or a portion of a Membership Interest without the Company's prior written consent. With respect to a Member that is an Entity, a change in the control of the Member is an indirect Transfer for purposes of this Article. A change in control occurs if in consequence of a Transfer of an interest in the Member any Person ceases to be an Affiliate of any other Person.

(b) Prohibited Transfers Void. If a Member attempts to Transfer all or a portion of a Membership Interest in contravention of the provisions of this

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Article, the purported Transfer will be null and void.

(c) Transferor's Membership Status. If a Member Transfers less than all of the Membership Interest, the Member's rights with respect to the transferred portion, including the right to vote or otherwise participate in the Company's governance and the right to receive Distributions, will terminate as of the effective date of the Transfer. However, the Member will remain liable for any obligation with respect to the transferred portion that existed prior to the effective date of the Transfer, including any costs or damages resulting from the Member's breach of this Agreement. If the Member Transfers all of the Membership Interest, the Transfer will constitute an event of Dissociation for purposes of Article 3.06.

(d) Transferee's Status.

(i) Admission as a Member. A Member Who Transfers a Membership Interest has no power to confer on the Transferee the status of a Member. A Transferee may be admitted as a Member only in accordance with the provisions of Article 3.05. A Transferee who is not admitted as a Member has only the rights described in this Article.

(ii) Rights of Non-Member Transferee. A Transferee who is not admitted as a Member in accordance with the provisions of Article 3.01, (i) has no right to vote or otherwise participate in the Company's governance, (ii) is not entitled to receive information concerning the Company's affairs or inspect the Company's books and records, (iii) with respect to the transferred Membership Interest, is entitled to receive the Distributions to which the Member would have been entitled had the Transfer not occurred, but only at such times and in such amounts as the Company in its sole discretion may determine, and (iv) is subject to the restrictions imposed by this Article to the same extent as a Member.

3.07. Dissociation.

(a) Events of Dissociation. A Member's Dissociation from the Company occurs upon: (1) the Member's withdrawal or removal from the Company; (2)

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the Member's Transfer of the Member's entire Membership Interest; (3) as to a Member who is a natural person, the Member's death or adjudication of incompetency; (4) as to a Member who holds a Membership Interest as a fiduciary, distribution of the entire Membership Interest to the beneficial owners; or (5) as to a Member that is an Entity, the Entity's dissolution.

(b) Rights of Member Following Dissociation. As of the effective date of the Member's Dissociation: (i) the Member's right to participate in the Company's governance, receive information concerning the Company's affairs and inspect the Company's books and records will terminate; and (ii) unless the Dissociation resulted from the Transfer of the Member's entire Membership Interest, the Member will be entitled to receive the Distributions to which the Member would have been entitled had the Dissociation not occurred, but only at such times and in such amounts as the Company in its sole discretion may determine. Except as provided in this Article, the Member will have no right to receive Distributions or otherwise participate in the Company's financial affairs. The Member will, however, remain liable for any obligation to the Company that existed prior to the effective date of the Dissociation, including any costs or damages resulting from the Member's breach of this Agreement.

3.08. Redemption of Dissociating Member's Interest.

(a) Optional Redemption.

(i) If a Member's Dissociation is a result of dissolution, removal, or withdrawal, at any time within 180 days after the effective date of the Dissociation, the Company may redeem not less than all of the Member's Membership Interest on the terms set forth in this Article.

(ii) The Company must exercise its right to redeem the Membership Interest by giving written notice to the Member or the Member's successor in interest (the "seller") within the 180-day exercise period. The notice must specify the redemption price and payment terms and indicate a closing date within 60 days after the date the notice is delivered.

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(b) Redemption Price.

(i) The redemption price of the Membership Interest will be an amount equal to the Company's value as of the effective date of the Dissociation, multiplied by the seller's Membership Interest.

(ii) For the purpose of determining the redemption price, the Company's value will be the value determined by the Company, as set forth on the Schedule of Values attached to this Agreement.

(iii) If the Company fails to determine the Company's value for two successive years, the redemption price will be an amount equal to its fair market value as of the effective date of the Dissociation, as determined by a qualified appraiser selected by the Company. In determining the fair market value of the Membership Interest, the appraiser will consider only those factors that are relevant to the valuation of the interest as an interest in a going concern and will be guided by the Business Valuation Standards of the American Society of Appraisers.

(iv) The Company will pay all costs associated with the determination of the redemption price.

(c) Payment Terms. The Company will pay the redemption price at the closing in the form of its promissory note in the principal amount of the purchase price payable in five equal annual installments, with interest compounded annually at an annual rate equal to the published prime rate of Wells Fargo Bank as of the date the Company gives the seller notice of the redemption.

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ARTICLE 4. FINANCE

4.01.

(a) Initial Members.

(1) Toby Foster Member

(2) Jenny Foster Member

(3) John Cox Member

(4) Robb Rood Member

(b) Additional Members. A Person admitted as a Member in connection with the acquisition of a Membership Interest directly from the Company after the Effective Date will make the Contributions specified in the agreement pursuant to which the Person is admitted as a Member.

(c) Additional Contributions.

(i) Permitted. The Company may authorize additional Contributions at such times and on such terms and conditions as is determined by the managing member to be in the best interest of the company.

(ii) Required. If at any time the Company determines that the company's financial resources are insufficient to meet the reasonable needs of its business or the Company determines that additional funds are required to further the goals of the company, the Members may be required to make additional Contributions sufficient to meet those needs or to further the company's goals. The Members will make the additional Contributions in proportion to their Membership Interests. The Company must give each Member written notice of the obligation to contribute additional capital. The notice must explain the

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need for additional capital, specify the amount the Member is required to contribute and establish a due date that is not less than 30 days after the date of the notice. The Member will make the Contribution in immediately available funds on or before the due date specified in the notice.

(iii) Default Remedies. If a Member does not contribute the Member's share of a required additional Contribution on or before the due date, the Company may (i) take such action as it considers necessary or appropriate to enforce the Member's obligation or (ii) accept Contributions from the other Members in satisfaction of the defaulting Member's obligation, in proportion to their Membership Interests. If the Company accepts Contributions from other Members, the Membership Interest of each Member will be adjusted to correspond to the ratio that the Capital Investment of the Member bears to the aggregate Capital Investment of all Members, adjusted to reflect the Contributions made by other Members in satisfaction of the defaulting Member's obligation.

(iv) Creditors' Rights. A Member's obligation to make additional contributions extends only to the Company and may not be enforced by the Company's creditors without the Member's written consent.

(d) Contributions Not Interest Bearing. A Member is not entitled to interest or other compensation with respect to any cash or property the Member contributes to the Company. Interest and dividends are dispersed if the company is in the financial position to do so without harming the company's ability to function as determined by the Managing Member.

(e) No Return of Contribution. A Member is not entitled to the return of any Contribution prior to the Company's dissolution and winding up.

4.02. Allocation of Profit and Loss.

(a) General Allocation. After giving effect to the special allocations required by Article 4.02(b) (the "special allocations"), the Company's Profit or Loss for a Taxable Year, including the Taxable Year in which the Company is dissolved, will be allocated among the Members in proportion to their

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Membership Interests.

(b) Special Allocations. If a Member unexpectedly receives an adjustment, allocation, or distribution described in Sections 1.704-l(b)(2)(ii)(d)(4), (5) or (6) of the Regulations that creates or increases a deficit in the Member's Capital Account as of the end of a Taxable Year, a pro rata portion of each item of the Company's income, including gross income and gain for the Taxable Year and, if necessary, for subsequent years will be allocated to the Member in an amount and manner sufficient to eliminate the deficit in the Member's Capital Account as quickly as possible.

(i) If a Member would have a deficit in his or her Capital Account at the end of a Taxable Year that exceeds the sum of (i) the amount the Member is required to pay the Company pursuant to an obligation described in Section 1.704-l(b)(2)(ii)(c) of the Regulations and (ii) the Member's share of Minimum Gain, a pro rata portion of each item of the Company's income, including gross income and gain, for the Taxable Year will be allocated to the Member in an amount and manner sufficient to eliminate the deficit in the Member's Capital Account as quickly as possible.

(ii) If there is a net decrease in the Company's Minimum Gain during a Taxable Year, the items of the Company's income, including gross income and gain, for the Taxable Year and, if necessary, for subsequent Taxable Years will be allocated to the Members in proportion to their shares of the net decrease in Minimum Gain. If the allocation made by this paragraph would cause a distortion in the economic arrangement among the Members and it

is expected that the Company will not have sufficient income to correct that distortion, the Company may seek to have the Internal Revenue Service waive the requirement for the allocation in accordance with Section 1.704-2(f)(4) of the Regulations.

(iii) Items of the Company's loss, deductions and expenditures described in Code Section 705(a)(2)(B) that are attributable to the Company's nonrecourse debt and are characterized as Member nonrecourse deductions under Section

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1.704-2(i) of the Regulations will be allocated to the Members' Capital Accounts in accordance with Section 1.704-2(i) of the Regulations.

(iv) Items of income, gain, loss and deduction with respect to property contributed to the Company's capital will be allocated between the Members so as to take into account any variation between book value and basis, to the extent and in the manner prescribed by section 704(c) of the Code and related Regulations.

(v) If the special allocations result in Capital Account balances that are different from the Capital Account balances the Members would have had if the special allocations were not required, the Company will allocate other items of income, gain, loss and deduction in any manner it considers appropriate to offset the effects of the special allocations on the Members' Capital Account balances. Any offsetting allocation required by this paragraph is subject to and must be consistent with the special allocations.

(c) Effect of Transfers During Year. The Company will prorate items attributable to a Membership Interest that is the subject of a Transfer during a Taxable Year between the transferor and the Transferee based on the portion of the Taxable Year that elapsed prior to the Transfer.

(d) Tax Allocations. For federal income tax purposes, unless the Code otherwise requires, each item of the Company's income, gain, loss or deduction will be allocated to the Members in proportion to their allocations of the Company's Profit or Loss.

(e) Classification Election. The Company is taxed as an S Corp.

4.03. Distributions.

(a) Minimum Distribution to Pay Tax. Within 90 days after the close of each Taxable Year, the Company will distribute to each Member an amount equal to the Profit allocated to the Member for the Taxable Year multiplied by the highest marginal federal income tax rate applicable to any Member for the Taxable Year and as determined by the Company accountant.

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(b) Remaining Available Funds. The Company will distribute to the Members, at annual intervals, any Available Funds remaining after providing for the Distribution required by the preceding paragraph. The Company will retain those funds as require to reasonably conduct business.

(c) Allocation. Except as provided in Article 4.02(b), the Company will make all Distributions to the Members in proportion to their Membership Interests.

4.04. Capital Accounts.

(a) General Maintenance.

The Company will establish and maintain a Capital Account for each Member. A Member's Capital Account will be:

(i) increased by: (i) the amount of any money the Member contributes to the Company's capital; (ii) the fair market value of any property the Member contributes to the Company's capital, net of any liabilities the Company assumes or to which the property is subject; and (iii) the Member's share of Profits and any separately stated items of income or gain; and decreased by: (i) the amount of any money the Company distributes to the Member; (ii) the fair market value of any property the Company distributes to the Member, net of any liabilities the Member assumes or to which the property is subject; and (iii) the Member's share of Losses and any separately stated items of deduction or loss.

(b) Adjustments for Distributions in Kind. If at any time the Company distributes property in kind, it will adjust the Members' Capital Accounts to account for their shares of any Profit or Loss the Company would have realized had it sold the property at fair market value and distributed the sale proceeds.

(c) Adjustments for Acquisitions and Redemptions. If at any time a Person acquires a Membership Interest from the Company or the Company redeems a Membership Interest, the Company may adjust the Members' Capital Accounts to reflect any Profit or Loss the Company would have realized had it

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sold all of its assets at fair market value on the date of the acquisition or redemption.

(d) Transfer of Capital Account. A Transferee of a Membership Interest succeeds to the portion of the transferor's Capital Account that corresponds to the portion of the Membership Interest that is the subject of the Transfer.

(e) Compliance with Code. The requirements of this Article are intended and will be construed to ensure that the allocations of the Company's income, gain, losses, deductions and credits have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code.

ARTICLE 5. RECORDS AND ACCOUNTING

5.01. Maintenance of Records.

(a) Required Records. The Company will maintain at its principal office such books, records and other materials as are reasonably necessary to document and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. A Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities. The exercise of such rights will be at the requesting Member's expense.

(c) Confidentiality. No Member will disclose any information relating to the Company or its activities to any unauthorized person or use any such information for his or her or any other Person's personal gain.

5.02. Financial Accounting.

(a) Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Members in compliance with Sections 446 and 448 of the Code.

(b) Taxable Year. The Company's Taxable Year is the Company's annual

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accounting period, as determined by the Members in compliance with Sections 441, 444 and 706 of the Code.

5.03. Reports.

(a) Members. As soon as practicable after the close of each Taxable Year, the Company will prepare and send to the Members such reports and information as are reasonably necessary to (1) inform the Members of the results of the Company's operations for the Taxable Year and (2) enable the Members to completely and accurately reflect their distributive shares of the Company's income, gains, deductions, losses and credits in their federal, state and local income tax returns for the appropriate year.

(b) Periodic Reports. The Company will complete and file any periodic reports required by the Act or the law of any other jurisdiction in which the Company is qualified to do business.

5.04. Tax Compliance.

(a) Withholding. If the Company is required by law or regulation to withhold and pay over to a governmental agency any part or all of a Distribution or allocation of Profit to a Member:

(i) the amount withheld will be considered a Distribution to the Member; and

(ii) if the withholding requirement pertains to a Distribution in kind or an allocation of Profit, the Company will pay the amount required to be withheld to the governmental agency and promptly take such action as it considers necessary or appropriate to recover a like amount from the Member, including offset against any Distributions to which the Member would otherwise be entitled.

(b) Tax Matters Partner. Member Toby Foster is to act as the "Tax Matters Partner" pursuant to Section 6231(a)(7) of the Code. The Company may remove any Tax Matters Partner, with or without cause, and designate a successor to any Tax Matters Partner who for any reason ceases to act. The

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Tax Matters Partner will inform the Members of all administrative and judicial proceedings pertaining to the determination of the Company's tax items and will provide the Members with copies of all notices received from the Internal Revenue Service regarding the commencement of a Company-level audit or a proposed adjustment of any of the Company's tax items. The Tax Matters Partner may extend the statute of limitations for assessment of tax deficiencies against the Members attributable to any adjustment of any tax item. The Company will reimburse the Tax Matters Partner for reasonable expenses properly incurred while acting within the scope of the Tax Matters Partner's authority.

ARTICLE 6. DISSOLUTION

6.01. Events of Dissolution.

(a) Enumeration. The Company will dissolve upon the first to occur of:

(i) the vote of the Members to dissolve the Company;

(ii) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or

(iii) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.02. Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Members will appoint a liquidator, who may but need not be a Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article.

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(b) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred and (2) to the date on which the Company is finally and completely liquidated.

(c) Duties and Authority of Liquidator. The liquidator will make adequate provision for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets. Any gain or loss recognized on the sale of assets will be allocated to the Members' Capital Accounts in accordance with the provisions of Article. With respect to any asset the liquidator determines to retain for distribution in kind, the liquidator will allocate to the Members' Capital Accounts the amount of gain or loss that would have been recognized had the asset been sold at its fair market value.

(d) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Members in proportion to their Capital Accounts. The liquidator will distribute any assets distributable in kind to the Members in undivided interests as tenants in common. A Member whose Capital Account is negative will have no liability to the Company, the Company's creditors or any other Member with respect to the negative balance.

(e) Required Filings. The liquidator will file with the Division of Banking, Securities and Corporations such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

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ARTICLE 7. GENERAL PROVISIONS

7.01. Amendments.

(a) Required Amendments. The Company and the Members will execute and file any amendment to the Articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. Any Member may propose for consideration and action an amendment to this Agreement or to the Articles. A proposed amendment will become effective at such time as it is approved by 66% of the voting members.

7.02. Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including any Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.03. Investment Representation. Each Member represents to the Company and the other Members that (a) the Member is acquiring a Membership Interest in the Company for investment and for the Member's own account and not with a view to its sale or distribution and (b) neither the Company nor any other Member has made any guaranty or representation upon which the Member has relied concerning the possibility or probability of profit or loss resulting from the Member's investment in the Company.

7.04. Resolution of Disputes.

(a) Mediation. The parties will endeavor in good faith to resolve all disputes arising under or related to this Agreement by mediation according to the then prevailing rules and procedures of the American Arbitration Association.

(b) Arbitration. If the parties fail in their attempt to resolve a dispute by

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mediation, they will submit the dispute to arbitration according to the then prevailing rules and procedures of the American Arbitration Association. Alaska law will govern the rights and obligations of the parties with respect to the matters in controversy. The arbitrator will allocate all costs and fees attributable to the arbitration between the parties equally. The arbitrator's award will be final and binding and judgment may be entered in any court of competent jurisdiction.

7.05. Notices. Notices contemplated by this Agreement may be sent by any commercially reasonable means, including hand delivery, first class mail, fax, E-mail or private courier. The notice must be prepaid and addressed as set forth in the Company's records. The notice will be effective on the date of receipt or, in the case of notice sent by first class mail, the fifth day after mailing.

7.06. Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Members cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Members upon Dissociation and dissolution will supersede the provisions of the Act relating to the same matters.

7.07. Additional Instruments. Each Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

7.08. Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not be included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the

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end of the next day that is not a Saturday, Sunday or legal holiday.

7.09. Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect.

7.10. Waiver. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

7.11. General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement.

7.12. Binding Effect. Subject to the provisions of this Agreement relating to the transferability of Membership Interests and the rights of Transferees, this Agreement is binding on and will inure to the benefit of the Company, the Members and their respective distributees, successors and assigns.

7.13. Governing Law. Alaska law governs the construction and application of the terms of this Agreement.

7.14. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original.

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OPERATING AGREEMENT OF
LEAF & LARF, LLC

Signed on the respective dates set forth below, to be effective as of the Effective Date.

Toby Foster — Date: 3/12/2020

Jenny Foster — Date: 3/12/2020

John Cox — Date: 3/9/2020

Robb Rood — Date: 3/9/2020

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Application for Food Establishment Permit

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

Permit ID: _____

Section 1- GENERAL INFORMATION *(All applicants complete entire section – please print).*

Purpose (check one) ☒ **New** ☐ **Information Change** ☐ **Extensive Remodel** ☐ **Change of owner/operator** ☐ **Reactivate**

Owner/Business Information

Name of Entity or Owner Responsible for Food Service Leaf & Larf, LLC DBA Purgatory Cannabis		AK Business License # 2115524	
Business/Corporate Mailing Address PO Box 595	City Kenai	State AK	Zip 99611
Business/Corporate Phone 907-690-0091	Email toby@alaskacannabis.com		
Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Toby Foster - Manager, Member, Licensee		Fax	

Type of Entity ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Other:**

Establishment Information

Establishment Name Purgatory Cannabis	Physical Location 43280 Kenai Spur Hwy, Unit F	Nearest Community Kenai Peninsula Borough	
Establishment Mailing Address PO Box 595	City Kenai	State AK	Zip 99611
Establishment Phone 907-690-0091	Fax	Contact Person Toby Foster	
Establishment Physical Address 43280 Kenai Spur Hwy, Unit F	City Kenai	State AK	Zip 99635

SEATING: (Food Service Only) ☒ **N/A** ☐ **25 or less** ☐ **26-100** ☐ **> 101**

TYPE OF OPERATION *Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)*

Commercial Marijuana Concentrates Manufacturing Facility

SECTION 2 – NEW OR EXTENSIVELY REMODELED FACILITIES

a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the Plan Review Application? ☒ **Yes** ☐ **No**

SECTION 3 – COMPLETE FOR ALL FOOD ESTABLISHMENTS *(Check all that apply)*

FOOD SERVICE ESTABLISHMENTS

a. A copy of your menu will be required. Have you attached a copy of the proposed menu? ☒ **Yes** ☐ **No**

b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve:
☐ Wild Mushrooms ☐ Unpasteurized juices ☐ Farmed halibut, salmon, or sablefish
☐ Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.

c. Methods of food preparation (check the one that most closely describes the establishment:
☒ Assembly of Ready to Eat Foods ☐ Cook and Serve
☐ Hot or cold Service for 2 hours or more is done
☐ Complex (Preparation 1 day or more in advance, cooling and reheating is done).

d. Style of Service: ☐ Counter Service ☐ Self Service (i.e. buffet line, salad bar) ☐ Table Service
☒ Other:

e. Do you plan to operate as a caterer? ☐ **Yes** ☒ **No**
If ***yes***, list all the equipment used to protect food from contamination and maintain product temperature during:
Transportation: Hot or Cold Holding:

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Permit ID(s)_____ Establishment Name(s) Purgatory Cannabis

f.	Will your food establishment be a kiosk or mobile unit?	☐ Yes	☒ No
	Are employee toilets available within 200 feet? *If you have an agreement with another business to use their restrooms, please attach written verification.*	☐ Yes	☐ No
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	☐ Yes	☐ No
	If you have a kiosk, is it located outside of a building?	☐ Yes	☐ No
	Will you have a service provide water or remove wastewater? *If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.*	☐ Yes	☐ No
g.	Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement.	☐ Yes	☒ No

FOOD PROCESSORS

a. A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced? ☒ Yes ☐ No

b. Describe who you will be distributing your product to (i.e. grocery stores, etc):
Other Licensed Marijuana Retail Facilities

c. Will you be doing any of the following processes? Check all that apply.

☐ Reduced Oxygen Packaging ☐ Smoking ☐ Other:
☐ Low Acid Canned Foods ☐ Curing
☐ Shelf Stable Acidified Foods ☐ Dehydrating

Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.

d. Do you have a HACCP Plan? ☐ Yes ☐ No ☒ N/A
Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.

e. You are required to have a product coding system and a recall plan. Have you attached a copy of the coding system and recall procedures? ☒ Yes ☐ No

MOBILE RETAIL VENDOR SELLING SEAFOOD

a. A list of products that you will be selling is required. Have you attached a copy of the list of products? ☐ Yes ☐ No

b. Provide names of suppliers where you will be purchasing your product:

c. Will ***all*** of your product be prepackaged? ☐ Yes ☐ No

d. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement. ☐ Yes ☐ No

MACHINES VENDING POTENTIALLY HAZARDOUS FOODS

a. Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine? ☐ Yes ☐ No

SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card

a. Have you attached a copy of a Food Manager's Certification? ☐ Yes ☐ No ☒ N/A
The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.

b. Does everyone who works or will work at the food establishment have a Food Worker Card? ☒ Yes ☐ No ☐ N/A
An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.

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 agree to pay all fees before operating.

Applicant's Signature [signature] **Date** 12/15/20

Applicant's Printed Name Toby Foster **Title** Manager/Member

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