License Number: 28012
License Status: New
License Type: Retail Marijuana Store
Doing Business As: THE MASON JAR LLC
Business License Number: 1054744
Designated Licensee: Dennis Lavigne
Email Address: denny@akmasonjar.com
Local Government: Juneau (City and Borough of)
Local Government 2:
Community Council:
Latitude, Longitude: 58.180000, -134.250400
Physical Address: 613 & 619 W. Willoughby Ave.
Juneau, AK 99801
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10059679
Alaska Entity Name: The Mason Jar LLC
Phone Number: 907-723-6508
Email Address: denny@akmasonjar.com
Mailing Address: P.O. Box 35264
Juneau, AK 99803
UNITED STATES

Entity Official #1

Type: Individual
Name: Dennis Lavigne
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-723-6508
Email Address: denny@akmasonjar.com
Mailing Address: 4300 Marion Drive
Juneau, AK 99801
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:	The Mason Jar LLC	**License Number:**	28012		
License Type:	Retail Marijuana Store				
Doing Business As:	The Mason Jar LLC				
Premises Address:	613 & 619 W. Willoughby Avenue				
City:	Juneau	**State:**	AK	**ZIP:**	99801

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Dennis Lavigne
Title:	Sole 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?

13279 Retail Marijuana Store

Received by AMCO 1.9.2021

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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.	DL
I certify that I am not currently on felony probation or felony parole.	DL
I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.	DL
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.	DL
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.	DL
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.	DL
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).	DL
I certify that my proposed premises is not located in a liquor licensed premises.	DL
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.	DL
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.	DL
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.	DL

Received by AMCO 1.9.2021

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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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. DL

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. DL

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. DL

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

Dennis Lavigne
Printed name of licensee

AMBER TURNER NOTARY PUBLIC STATE OF ALASKA My Commission Expires JULY 9, 2022

Amber Turner #180709005
Notary Public in and for the State of Alaska

My commission expires: July 9, 2022

Subscribed and sworn to before me this 15th day of December, 2020

Received by AMCO 1.9.2021

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

Alaska Marijuana Control Board

Form MJ-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:	The Mason Jar LLC	**MJ License #:**	28012		
License Type:	Retail Marijuana Store				
Doing Business As:	The Mason Jar LLC				
Premises Address:	613 & 619 W. Willoughby Avenue				
City:	Juneau	**State:**	Alaska	**ZIP:**	99801

Mailing Address:	P.O. Box 35264				
City:	Juneau	**State:**	Alaska	**ZIP:**	99803

Designated Licensee:	Dennis Lavigne		
Main Phone:	907-723-6508	**Cell Phone:**	907-723-6508
Email:	denny@akmasonjar.com		

Received by AMCO 1.9.2021

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

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

All persons entering the licensed premises will have their identification checked and verified by staff immediately upon entering. All persons who are underage or who are unable to present a valid ID will be denied access and made to vacate the premises immediately.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

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

All restricted access areas will be marked with signage reading "Restricted Acccess Area. Visitors Must Be Escorted." Lockable doors will be in place at restricted access points where feasible. Retractable nylon barriers will be installed and utilized at any points of access where a door cannot be installed.

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

Visitors who are being admitted to restricted access areas will have their ID validated upon entrance to the store. They will then be provided a visitors badge and be required to provide their name, date, and time of entrance/exit in a log book. The visitor will be escorted by licensed staff during the entire duration of admittance to the restricted access area.

No more than 5 visitors will be admitted at any given time.

Written log book records will be transposed to electronic records for back-up purposes.

Received by AMCO 1.9.2021

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:

There are two entrances to the proposed unit, both of which are situated along the storefront, but only one of which is a public entrance to the retail space. Exterior lighting will sufficiently illuminate both entrances, in addition to the entire storefront, in such a way that security cameras can capture clear video imaging.

Received by AMCO 1.9.2021

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

The alarm system will be installed by Doak's Lock & Key and will be monitored by LJ Alarm & Monitoring. This will include motion sensors in the store during non-business hours. All doors which allow entry to the unit will have a sensor. A keypad will be installed to activate the alarm system. When business is closed, the alarm system will be activated via the keypad. After activation of the system, if a door is opened or there is movement detected in the unit, the alarm will be triggered. The alarm system will be hard wired with a battery back-up. If the alarm system is activated, local law enforcement is notified and the monitoring company will call an authorized list of persons to make contact and verify that alarm is valid. Once contact is made, the authorized person will either resolve the alarm breach via phone or go on site to assess the breach and resolve the situation with law enforcement if necessary.

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

Our business will be using the METRC software by Franwell as required by the state for tracking and record keeping of all marijuana and marijuana products received and sold. Marijuana inventory will be kept in a secured area. There will be surveillance cameras on 24/7 inside the business with the exception of the restrooms, which will be viewed frequently to aid in diversion prevention. Marijuana product that is on display in the retail space will be kept in a glass display case or hanging on the wall behind the counter, outside the reach of any customers.

3.7. Describe your policies and procedures for preventing loitering:

Once identification has been verified to access the store, people who are not actively being assisted or waiting to be assisted will be asked to leave. Customers who have completed their purchase, with reasonable time given, will be asked to vacate the premises if they have not already done so. No people or groups of people will be allowed to congregate in the store or outside in front of the store. If any non-customers are loitering, they will be asked to vacate the area. If they do not comply, we will request the assistance of local law enforcement. Signage stating "No Loitering" will be posted inside and outside the store.

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. DL

Received by AMCO 1.9.2021

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. DL

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. DL

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

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). DL

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:

There will be security cameras in all rooms with the exception of the restrooms. Both exterior entrances will have a camera, with additional cameras for varied angles and views of the front of the building. These will be checked periodically for placement to ensure a clear and adequate angle to aid in identification of individuals being seen on video footage.

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:

The video surveillance recording equipment will be kept in a lockable cabinet in the back packaging room of the proposed unit, which is a restricted access area. This is also where original copies of surveillance records will be housed and stored. This locked cabinet will only be accessible by the owner. The cabinet will remain locked unless being accessed by the owner.

Received by AMCO 1.9.2021

Section 4 – Business Records

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

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

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

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;** DL

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

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

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

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

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

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;** DL

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

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

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:

Electronic records will be backed up on a zip drive to ensure they do not get lost or destroyed. All handwritten logs will have paper copies made and/or be entered into an electronic form to be preserved and maintained.

Received by AMCO 1.9.2021

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

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.	DL
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.	DL
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.	DL

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

All of our new employees take part in a web-based course on how to use our point of sale system. They also receive on-the-job training under the guidance of experienced employees and with the aid of our written Standard Operating Procedures manual to ensure all areas of necessary training get covered, including store opening and closing procedures, employee safety, validating customer IDs, restricted access areas, customer service, product packaging procedures, and store cleanliness.

Received by AMCO 1.9.2021

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.	DL
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.	DL
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.	DL
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).	DL

Answer "Yes" or "No" to each of the following questions:	Yes	No
7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.	✓	
7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.	✓	

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

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

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

As a retail store, we are only permitted to transport product to another retail store. As this application is for our second retail store location, we anticipate the need to transfer marijuana and marijuana product between the two store locations. We do not generally participate in hubbing product for other licensed establishments, but if we were to do so in the future, these same guidelines would be followed.

Marijuana or marijuana product will be placed in secure containers or sealed packaging. It will then be put in a lockable tote/box. If the vehicle being used for transport has a trunk, the tote/box will be placed in the trunk, the trunk will be locked, and will remain locked for the duration of the transport. No stops will be made during transport. Individuals acting as drivers will have marijuana handler permits.

Proper manifests will be created in METRC and paper copy will accompany the transported items. All required information will be entered into the METRC system for tracking. Records of all shipped and received products will be kept at the establishment as required under 3 AAC 306.755.

Received by AMCO 1.9.2021

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

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

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. DL

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. DL

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. DL

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. DL

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. DL

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

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):

There will only be one exterior sign that will be placed directly above the main entrance. The sign will be illuminated with our business name/logo (see page 11). The sign will be approximately 36" x 84" in size. The size of the sign will not be greater than the maximum size allowed by our local government.

Received by AMCO 1.9.2021

Form MJ-01: Marijuana Establishment Operating Plan

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

The only advertising we intend to distribute is in the form of our logo/imagery placed on apparel (t-shirts, sweatshirts, hats, etc.) and novelty items (lighters, stickers, etc.). We currently have three variations of our logo/imagery that we place on these items (see page 11).

We may from time to time do advertising on our local radio stations, any of which advertisements will include the standard marijuana warning verbiage.

We understand the limitations of advertising a marijuana establishment and will adhere to those limitations.

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

Signature of licensee

Dennis Lavigne

Printed name of licensee

AMBER TURNER NOTARY PUBLIC STATE OF ALASKA My Commission Expires JULY 9, 2022

Amber Turner # 180709005

Notary Public in and for the State of Alaska

My commission expires: July 9, 2022

Subscribed and sworn to before me this 15th day of December, 2020.

Received by AMCO 1.9.2021

(Additional Space as Needed):

the Mason Jar
Juneau • Alaska

the Mason Jar
Juneau • Alaska

MJ

Received by AMCO 1.9.2021

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

Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

What is this form?

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

What must be submitted with this form?

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

- **Diagram 1:**
  a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;

- **Diagram 2:**
  if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises *(details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises);*

- **Diagram 3:**
  a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;

- **Diagram 4:**
  an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises *(this can be obtained from sources like Google Earth)*; and

- **Diagram 5:**
  a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants *(a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises)*.

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

Section 1 – Establishment Information

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

Licensee:	The Mason Jar LLC	**MJ License #:**	28012		
License Type:	Retail Marijuana Store				
Doing Business As:	The Mason Jar LLC				
Premises Address:	613 & 619 W. Willoughby Avenue				
City:	Juneau	**State:**	Alaska	**ZIP:**	99801

Received by AMCO 1.9.2021

Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Required Information

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

The following details must be included in all diagrams:

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

The following additional details must be included in Diagram 1:

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

The following additional details must be included in Diagram 2:

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

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

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

The following additional details must be included in Diagram 5:

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

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

Signature of licensee

Dennis Lavigne

Printed name of licensee

AMBER TURNER NOTARY PUBLIC STATE OF ALASKA My Commission Expires JULY 9, 2022

Amber Turner # 180709005

Notary Public in and for the State of Alaska

My commission expires: July 9, 2022

Subscribed and sworn to before me this 15th day of December, 2020.

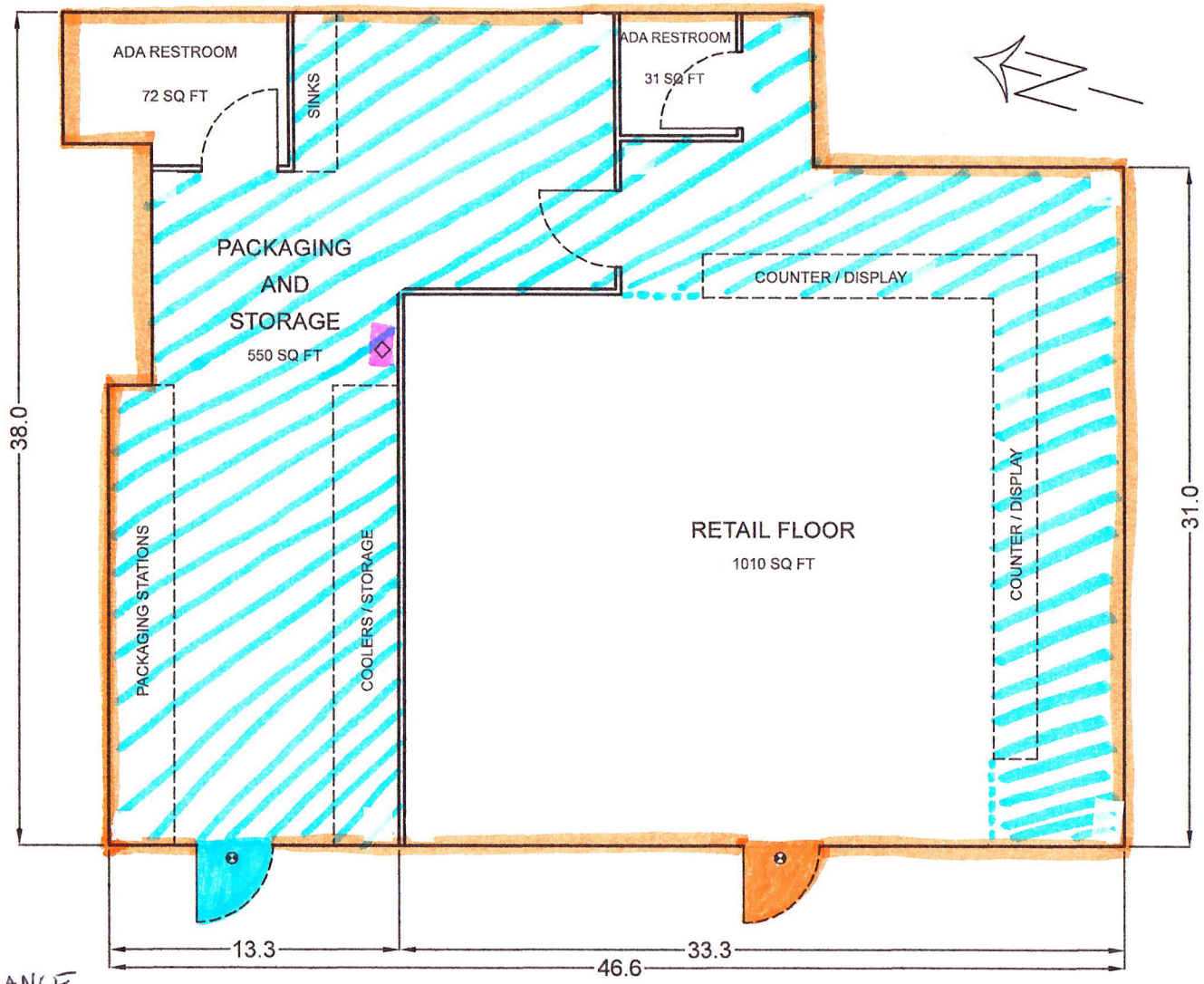
Received by AMCO 1.9.2021

THE MASON JAR
LICENSE #28012

Diagram 1 & 2

THE MASON JAR - DOWNTOWN

613 & 619 WILLOUGHBY AVE, JUNEAU, AK - PROPOSED FLOOR PLAN - SCALE 1"=5'



LEGEND

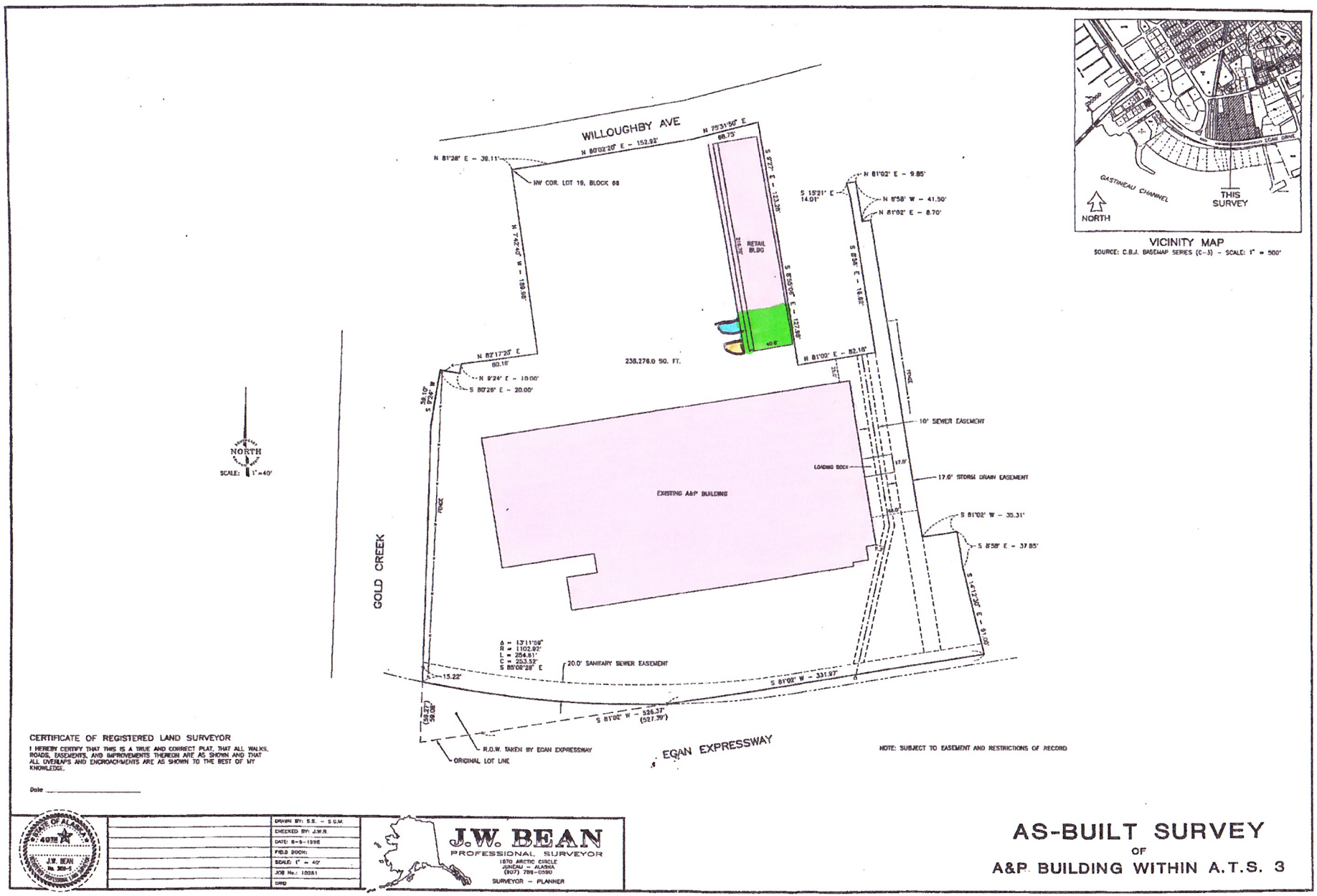
- EXTERIOR LIGHTING
- IT CABINET/SURVEILLANCE
- LICENSED PREMISES
- RESTRICTED ACCESS
- SECURED DOOR; NOT FOR PUBLIC USE
- PUBLIC ENTRANCE AND EXIT

••••• = RETRACTABLE NYLON BELT (RESTRICTED ACCESS BEYOND THIS POINT) (SIGNAGE WILL STATE SUCH)

Received by AMCO 5/21/2021

THE MASON JAR
LICENSE #28012

Diagram 3



VICINITY MAP
SOURCE: C.B.J. BASEMAP SERIES (C-3) – SCALE: 1" = 500'

= LICENSED PREMISES

= UNLICENSED PREMISES

= SECURED DOOR; NOT FOR PUBLIC USE

= PUBLIC ENTRANCE AND EXIT

Received by AMCO 1.9.2021

THE MASON JAR
LICENSE #28012

Diagram 4

✱ ✱ = Proposed Site

= Existing Parking

= Existing Traffic Circulation (Willoughby Ave.)

Received by AMCO 1.9.2021

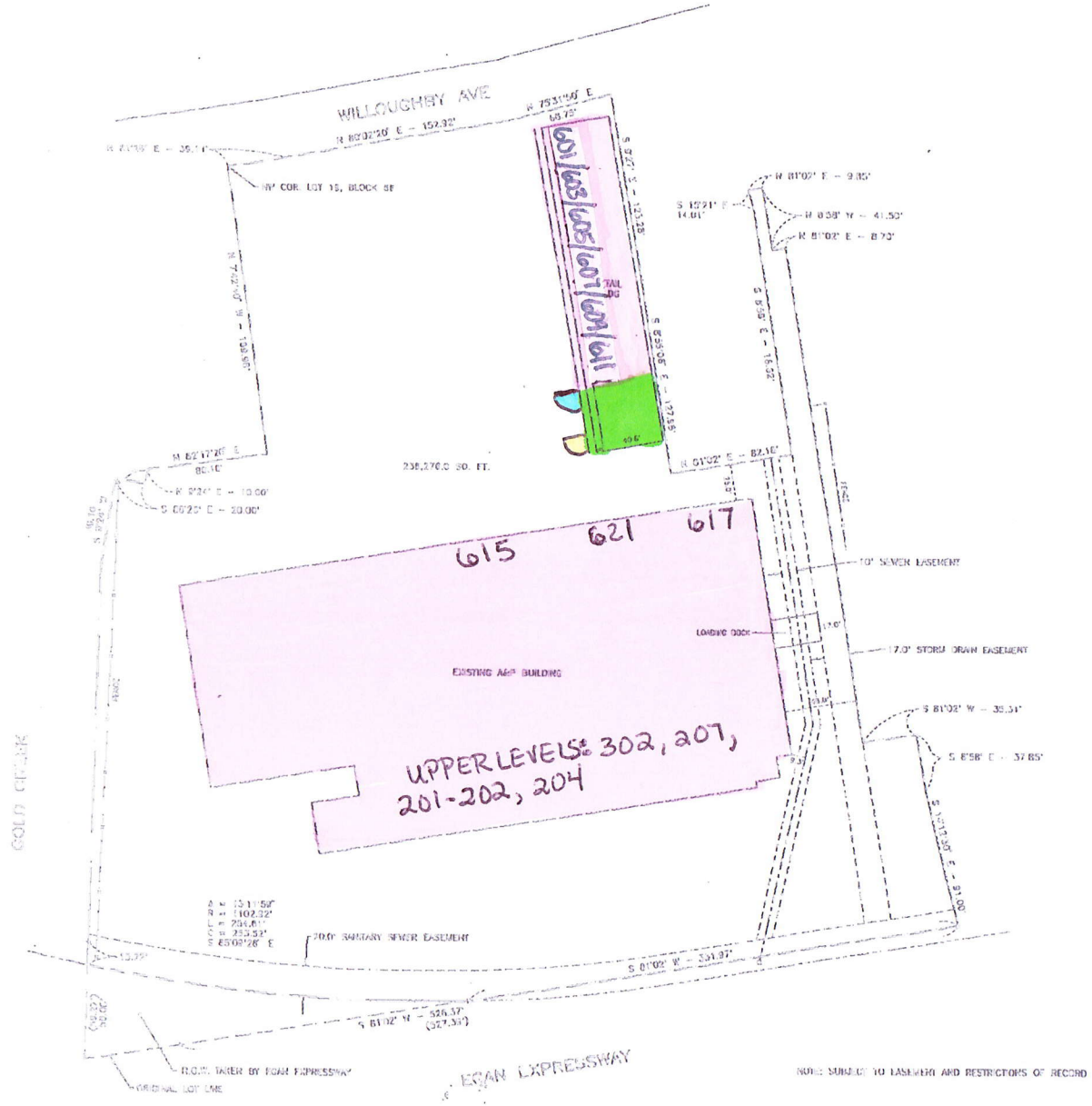
THE MASON JAR
LICENSE # 28012

Diagram 5

Licensed Premises =

Unlicensed Premises =

Other Businesses on the Premises	
302	Admiralty Environmental
207	Athletic Club Partners LLC
603	Capital Hair and Nails LLC
607	Dominos Pizza
605	First Bank
615	Foodland IGA
601	Hesson & Deakins Inc.
204	John Laskey DDS
609	Juneau Montessori *
621	Kenny's Liquor
617	Mar y Sol
201-202	SE Medical Clinic
611	Vacant



*This is NOT a school. It is a pull tab business. The charitable organization that proceeds from the pull tabs benefits is Juneau Montessori.

= SECURED DOOR; NOT FOR PUBLIC USE

= PUBLIC ENTRANCE AND EXIT

Received by AMCO 5/21/2021

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

Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-03: Retail Marijuana Store

What is this form?

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

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

What additional information is required for retail stores?

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

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

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

Section 1 – Establishment Information

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

Licensee:	The Mason Jar LLC	**MJ License #:**	28012		
License Type:	Retail Marijuana Store				
Doing Business As:	The Mason Jar LLC				
Premises Address:	613 & 619 W. Willoughby Avenue				
City:	Juneau	**State:**	Alaska	**ZIP:**	99801

Received by AMCO 1.9.2021

Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 2 – Overview of Operations

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

Our goal is to have a successful retail store with a professional atmosphere. In addition to selling marijuana and marijuana products, we plan to sell an assortment of CBD products, paraphernalia (pipes, bongs, rolling papers, lighters, vape devices), and apparel that advertises our store. We aim to provide a large variety of high quality products.

Day-to-day operations will consist of packaging bulk flower into pre-weighed packages for individual sale, making and packaging prerolls for individual sale, serving customers, stocking and restocking shelves, cleaning/organizing the retail space, and any daily paper or computer work that is needed.

When marijuana or marijuana product is being delivered we will first verify the required transport manifest to accept the shipment. We will then take possession and begin the intake process by verifying the type, amount, weight, and tag numbers of the received shipment being accepted into our inventory. Marijuana and marijuana product will be packaged and labeled appropriately for individual sale. Small amounts of product will be on display and readily available for sale, with larger amounts stored in secure designated storage areas with restricted access. Refrigerated items will be stored accordingly and bulk flower will be stored in clean containers and in an appropriate environment to prevent the growth of mold.

A standard customer visit to the retail location would include being greeted by an employee upon entrance and valid identification verified immediately. The customer will then be offered assistance by a licensed marijuana handler in choosing the products they would like to purchase. Regulations on the limit of quantity of marijuana products sold will be strictly adhered to. After the customer completes their transaction, they will be expected to vacate the premises within a reasonable time.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

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

Any patron entering the premises who appears to be under the influence of an alcoholic beverage, inhalant, or controlled substance, or who makes a statement that they are under the influence, will be denied entry and asked to leave.

3.2. I certify that the retail marijuana store will not:	Initials
a. **sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;**	DV
b. **sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;**	DV
c. **offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;**	DV
d. **offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or**	DV
e. **allow a person to consume marijuana or a marijuana product on the licensed premises.**	DV

Answer "Yes" or "No" to the following question:	Yes	No
3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?	☐	☑

Received by AMCO 1.9.2021

Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 4 – Signage and Advertising

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

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

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

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

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

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

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

- **a. is false or misleading;** DL
- **b. promotes excessive consumption;** DL
- **c. represents that the use of marijuana has curative or therapeutic effects;** DL
- **d. depicts a person under the age of 21 consuming marijuana; or** DL
- **e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.** DL

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

- **a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;** DL
- **b. on or in a public transit vehicle or public transit shelter;** DL
- **c. on or in a publicly owned or operated property;** DL
- **d. within 1,000 feet of a substance abuse or treatment facility; or** DL
- **e. on a campus for postsecondary education.** DL

Section 5 – Displays and Sales

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

All marijuana products will be behind the counter, either in a glass display case or on a wall display rack out of reach of customers. Only small quantities of each product will be on display, with the majority of inventory being kept in secure designated storage areas with restricted access.

Received by AMCO 1.9.2021

Section 6 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

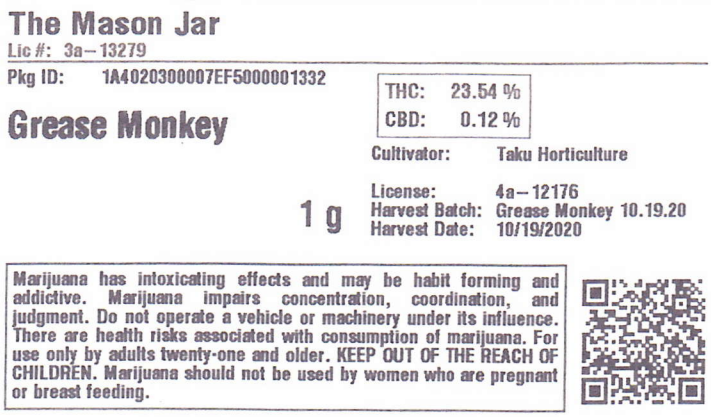
6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

All label information, warnings, particular verbiage, and weight/amount on labels will be reviewed when we receive product from vendors that they labeled themselves, to ensure all required information has been included. Product that is repackaged on site (flower and prerolls) will be labeled appropriately with our store name and license number, the cultivator's name and license number, the product name, the product weight, THC content, harvest lot number, harvest date, and the required warning information.

All marijuana will be packaged in opaque, resealable, child resistant bags. Bags will be sourced from a company that adheres to state regulations to ensure that all components of the packaging are met, per 3 AAC 306.345 (a)(3).

Items purchased will then be placed in brown paper shopping bags, obscuring the contents from view as the customer exits the store.

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



Received by AMCO 1.9.2021

Section 7 – Security

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

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

All employees, who are all licensed marijuana handlers, will be trained to recognize the current valid forms of identification to ensure an approved ID is used for verification of an individual before access is granted into the premises. Entry to the store will be granted only after the customer ID has been verified.

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

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

Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

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

Our marijuana packaging process will create small amounts of waste in the form of leaf, trim, and stems. Expired marijuana product is also considered waste. All waste will be recorded in a log book as well as the marijuana inventory tracking system (METRC) and stored in a designated bin in a secure packaging room. Before any waste is processed for disposal, AMCO will be notified via form MJ-25 Waste Disposal Notice no later than three days prior to making the waste unusable and disposing of it. Processing the waste for disposal involves grinding and mixing the waste with an equal ratio of compostable or non-compostable materials per Alaska Administrative Code: 3 AAC 306.740. Specifically, we will mix our waste with bleach to deem it unusable, and place it in a garbage container for pickup and transport to the CBJ landfill.

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

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

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

Signature of licensee

Dennis Lavigne
Printed name of licensee

AMBER TURNER NOTARY PUBLIC STATE OF ALASKA My Commission Expires JULY 9, 2022

Amber Turner #180709005
Notary Public in and for the State of Alaska

My commission expires: July 9, 2022

Subscribed and sworn to before me this 15th day of December, 2020.

Received by AMCO 1.9.2021

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

Alaska Marijuana Control Board

Form MJ-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:	The Mason Jar LLC	**License Number:**	28012		
License Type:	Retail Marijuana Store				
Doing Business As:	The Mason Jar LLC				
Premises Address:	613 & 619 W. Willoughby Avenue				
City:	99801	**State:**	AK	**ZIP:**	99801

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: 12/15/2020 End Date: 12/24/2020

Other conspicuous location: Foodland Shopping Center Bulletin Board

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

Signature of licensee

Dennis Lavigne

Printed name of licensee

AMBER TURNER NOTARY PUBLIC STATE OF ALASKA My Commission Expires JULY 9, 2022

Amber Turner #180709005

Notary Public in and for the State of Alaska

My commission expires: July 9, 2022

Subscribed and sworn to before me this 24th day of December, 2020.

Received by AMCO 1.9.2021

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

Alaska Marijuana Control Board

Form MJ-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:	The Mason Jar LLC	**License Number:**	28012		
License Type:	Retail Marijuana Store				
Doing Business As:	The Mason Jar LLC				
Premises Address:	613 & 619 W. Willoughby Avenue				
City:	Juneau	**State:**	AK	**ZIP:**	99801

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): City & Borough of Juneau Date Submitted: 12/15/2020

Name/Title of LG Official 1: Diane Cathcart / Deputy Clerk Name/Title of LG Official 2: _____

Community Council: N/A Date Submitted: N/A
(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

Dennis Lavigne
Printed name of licensee

STATE OF ALASKA
OFFICIAL SEAL
Elizabeth J. McEwen
NOTARY PUBLIC
My Commission Expires 5/6/2022

Notary Public in and for the State of Alaska

My commission expires: 5/6/2022

Subscribed and sworn to before me this 15th day of December, 2020.

Received by AMCO 1.9.2021

PUBLISHER'S AFFIDAVIT

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

Jacob A Walker 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 / JUNEAU EMPIRE, a newspaper of general circulation and published at JUNEAU, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

The Mason Jar LLC is applying under 3 AAC 306.300 for new Retail Marijuana Store license, license #28012, doing business as THE MASON JAR LLC, located at 613 & 619 W. Willoughby Ave., Juneau AK, 99801, 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 ater the director has determined the application to be complete and has given written notice to local government. Once an aplication 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 *marijuna.licensing@alaska.gov* or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99801

Pub: Dec. 17, 24 & 31, 2020 915991

Retail Marijuana Store License
December 17, 2020
December 24, 2020

X _____

SUBSCRIBED AND SWORN before me on this

4th day of January, 2020.

_____

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires _____.

NOTARY PUBLIC
DAWN KECK
STATE OF ALASKA
MY COMMISSION EXPIRES April 23, 2024

Received by AMCO 1.9.2021

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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	The Mason Jar LLC	**License Number:**	28012		
License Type:	Retail Marijuana Store				
Doing Business As:	The Mason Jar LLC				
Premises Address:	613 & 619 W. Willoughby Avenue				
City:	Juneau	**State:**	AK	**ZIP:**	99801

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Dennis Lavigne		
Title:	Sole Member		
SSN:	[redacted]	**Date of Birth:**	[redacted]

Received by AMCO 1.9.2021

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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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

Dennis Lavigne
Printed name of licensee

AMBER TURNER NOTARY PUBLIC STATE OF ALASKA My Commission Expires JULY 9, 2022

A Turner #180709005
Notary Public in and for the State of Alaska

My commission expires: July 9, 2022

Subscribed and sworn to before me this 15th day of December, 2020

Received by AMCO 1.9.2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

FOODLAND SHOPPING CENTER LEASE

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of November 1, 2020, between Juneau Foodland LLC, a Washington limited liability company ("Landlord"), and ~~Mason Jar XXX~~ The Mason Jar LLC, an Alaska corporation (Tenant"). Landlord and Tenant agree as follows:

1. LEASE SUMMARY.

a. **Leased Premises.** The leased commercial real estate i) consists of an agreed area of 1,711 rentable square feet, subject to BOMA Standards and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as Foodland Shopping Center located at 615 W. Willoughby Ave., Juneau Alaska 99801. The Premises do not include, and Landlord reserves, the exterior walls and roof of the building in which the Premises are located (the "Building"), the land beneath the Building; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of 95,677 rentable square feet.

b. **Commencement Dates.**

Lease Commencement Date. The Lease shall commence upon mutual execution by Landlord and Tenant ("Lease Commencement").

Rent Commencement Date. Rent shall commence as set forth on the schedule below ("Rent Commencement").

Term Commencement. The Term shall commence upon the mutual execution of the Lease by Landlord and Tenant or upon Tenant opening for business as signified by a certificate of occupancy ("Term Commencement") The Term of the lease shall be for a period of six (6) months ("Term").

c. **Lease Termination Date.** The Term of this Lease shall terminate at midnight on the final day of lease or such earlier or later date as provided in Section 3 (the "Termination Date"). Tenant shall an option to extend this Lease in accordance with Exhibit C of this Lease.

d. **Base Rent.** The base, monthly, triple net rent shall be in accordance to the schedule set forth below ("Base Rent"). Rent shall be payable at Landlord's address shown below, or such other place designated in writing by Landlord. Tenant shall pay its operating costs in accordance with Sections 4 and 8 of this Lease. The estimated operating cost for 2021 is $2.50/SF.

MONTHS	SF	Annual Rental Rate / RSF	MONTHLY BASE RENT	MONTHLY OPERATING COSTS ("Triple Nets")	TOTAL MONTHLY RENT
1 through 6	1711	$12.27	$1,750	$356.46	$2,106.46

PAYMENT ADDRESS:
Juneau Foodland LLC
c/o Steve Schick
Juneau Real Estate
8800 Glacier Hwy, Suite 219
Juneau, Alaska 99801

Prepaid Rent. Upon execution of this Lease, Tenant shall deliver to Landlord the sum of $2,106.46 as prepaid rent, to be applied to the Rent due for the first month of the Lease.

e. **Security Deposit.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of $0.00 to be held as a security deposit pursuant to Section 5 below.

f. **Permitted Use.** The Premises shall be used for a retail cannabis dispensary selling only legally approved cannabis-based products and associated items and for no other purpose without the prior written consent of Landlord (the "Permitted Use").

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

No Auctions or Distress Sales. No auction, fire, bankruptcy, "going out of business" or other distress sales of any nature may be conducted on the Premises, whether the distress sale is voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding. The violation of this section shall be a material breach of this Lease and entitle Landlord to any injunction prohibiting any further violation in addition to all other rights and remedies under the Lease.

No Sales on the Common Areas. Tenant shall not place any displays or goods in any of the Common Areas. Tenant shall not solicit business in the parking area or any of the other Common Areas or distribute handbills or other advertising material in or upon automobiles parked in the parking area.

g. **Addresses:**

NOTICE ADDRESS:

Landlord:
Juneau Foodland LLC
c/o The Myers Group
PO Box 229
Clinton, WA 98236
360-321-5690

Tenant: The Mason Jar LLC
~~Dennis Lavigne~~
~~Mason Jar~~ LLC T.M
PO Box 35264
Juneau, AK. 99801
907-723-6508
TM DL

h. **Tenant's Pro Rata Share.** Landlord and Tenant agree that Tenant's Pro Rata Share is 1.79%, based on the ratio of the agreed rentable area of the Premises to the agreed rentable area of the Building and all other buildings on the Property as of the date of this Lease. Any adjustment to the Premises' or Building's rentable floor area measurements will be reflected in an adjustment to Tenant's Base Rent or Pro Rata Share.

2. **PREMISES.**

a. **Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Premises upon the terms specified in this Lease.

b. **Acceptance of Premises.** Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord as described on attached Exhibit D (the "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had an adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

c. **Tenant Improvements.** Attached Exhibit D sets forth all Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth on attached Exhibit D. If Tenant fails to notify Landlord of any defects in the Landlord's Work within thirty (30) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until after Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct.

3. **TERM.** The Term of this Lease shall commence on the Commencement Date specified in Section 1, or on such earlier or later date as may be specified by notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than N/A days (thirty (30) days if not filled in) following the date of such notice.

a. **Early Possession.** If Landlord permits Tenant to possess and occupy the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.

b. **Delayed Possession.** Landlord shall act diligently to make the Premises available to Tenant; provided, however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. If possession is delayed, the Commencement Date set forth in Section 1 shall also be delayed. In addition, the Termination Date set forth in Section 1 shall be modified so that the length of the Lease term remains the same.

INITIALS: Tenant DL Date 9-24-20 Landlord T.M Date 9.25.2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

The first "Lease year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease year during the initial term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease year. To the extent that the tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Lease shall nevertheless commence on the Commencement Date set forth in Section 1.

4. **RENT.**

a. **Payment of Rent.** Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning the Rent Commencement Date and shall also pay any other additional payments due to Landlord ("Additional Rent"), including Operating Costs (collectively the "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

b. **Triple Net Lease.** This Lease is what is commonly called a "Net, Net, Net" or "triple-net" Lease, which means that, except as otherwise expressly provided herein, Landlord shall receive all Base Rent free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to Base Rent, Tenant shall pay to the parties respectively entitled thereto, or satisfy directly, all Additional Rent and other impositions, insurance premiums, repair and maintenance charges, and any other charges, costs, obligations, liabilities, requirements, and expenses, including without limitation the Operating Costs described in Section 8, which arise with regard to the Premises or may be contemplated under any other provision of the Lease during its term, except for costs and expenses expressly made the obligation of Landlord in this Lease.

c. **Late Charges; Default Interest.** If any sums payable by Tenant to Landlord under this Lease are not received on their due date, Tenant shall pay Landlord an amount equal to the greater of $100 or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

d. **Less Than Full Payment.** Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section 4.

5. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If Landlord applies the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefore by Landlord, deposit with Landlord the amount so applied. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required hereunder by Section 13 of this Lease.

In the event a security deposit was not initially required by Landlord, Landlord may require Tenant to provide a security deposit in the event Tenant defaults on any term of the Lease or has paid its Rent late more than twice in a calendar year. Tenant shall, within five (5) days after written demand therefor, deposit a certified or cashier's check with Landlord in an amount equal to the last month's Rent and operating cost or three months of rent and operating expenses if the default is a monetary default that has gone uncured for more than 30 days. Tenant's failure to do so shall be a default under this Lease. The Security Deposit, or the application thereof by Landlord, shall not be deemed or construed as a limitation of Landlord's rights or remedies under this Lease, nor shall it be deemed or construed to be a prepayment of any amount payable by Tenant under this Lease. Landlord shall not be required to keep the security deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof after deduction hereunder by Landlord shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) following expiration of the Lease Term within the time period required by law; provided, that in the event this Lease shall be terminated by, or upon the default of, Tenant, the security deposit shall be retained by Landlord and all of Tenant's interest therein shall terminate. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest and, upon such transfer, Landlord shall be discharged from further liability with respect to the security deposit.

6. **USES.** The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9.25.2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees or to injure or annoy such persons.

7. **COMPLIANCE WITH LAWS.** Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, as of the Commencement Date, to Landlord's knowledge, but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of the Permitted Use, and Tenant shall be responsible for making any changes or alterations as may be required by law, rule, regulation, or order for Tenant's Permitted Use at its sole cost and expense. Otherwise, if changes or alterations are required by law, rule, regulation, or order unrelated to the Permitted Use, Landlord shall make changes and alterations at its expense.

8. **OPERATING COSTS.**

a. **Definition.** As used herein, "Operating Costs" shall mean all costs of operating, maintaining and repairing the Premises, the Building, and the Property, determined in accordance with generally accepted accounting principles, and including without limitation the following: all taxes and assessments (including, but not limited to, real and personal property taxes and assessments, local improvement district assessments and other special purpose assessments, and taxes on rent or gross receipts); insurance premiums paid by Landlord and (to the extent used) deductibles for insurance applicable to the Property; water, sewer and all other utility charges (other than utilities separately metered and paid directly by Tenant or other tenants); janitorial and all other cleaning services; refuse and trash removal; supplies, materials, tools, and equipment used in the operation, repair, and maintenance of the Property; refurbishing and repainting; carpet replacement; to the extent serving areas other than just the Premises, heating, ventilation and air conditioning ("HVAC") service and repair and replacement of HVAC when necessary; elevator service and repair and replacement of elevators when necessary; pest control; lighting systems, fire detection and security services; landscape maintenance; management (fees and/or personnel costs); parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; repair, maintenance, and, where reasonably required, replacement of signage; amortization of capital improvements as Landlord may in the future install to comply with governmental regulations and rules or undertaken in good faith with a reasonable expectation of reducing operating costs (the useful life of which shall be a reasonable period of time as determined by Landlord); costs of legal services (except those incurred directly relating to a particular occupant of the Building); and accounting services, labor, supplies, materials and tools. Landlord and Tenant agree that if the Building is not ninety percent (90%) occupied during any calendar year (including the Base Year, if applicable), on a monthly average, then those portions of the Operating Costs that are driven by occupancy rates, as reasonably determined by Landlord, shall be increased to reflect the Operating Costs of the Building as though it were ninety percent (90%) occupied and Tenant's Pro Rata Share of Operating Costs shall be based upon Operating Costs as so adjusted. Operating Costs shall not include: Landlord's income tax or general corporate overhead; depreciation on the Building or equipment therein; loan payments; real estate broker's commissions; capital improvements to or major repairs of the Building shell (i.e., the Building structure, exterior walls, roof, and structural floors and foundations), except as described above; or any costs regarding the operation, maintenance and repair of the Premises, the Building, or the Property paid directly by Tenant or other tenants in the Building, or otherwise reimbursed to Landlord. If Tenant is renting a pad separate from any other structures on the Property for which Landlord separately furnishes the services described in this paragraph, then the term "Operating Costs" shall not include those costs of operating, repairing, and maintaining the enclosed mall which can be separately allocated to the tenants of the other structures. Operating Costs which cannot be separately allocated to the tenants of other structures may include but are not limited to: insurance premiums; taxes and assessments; management (fees and/or personnel costs); exterior lighting; parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; and costs of legal services and accounting services.

b. **Type of Payment. TRIPLE NET.** As additional Rent, Tenant shall pay to Landlord on the first of each month with payment of Tenant's base Rent one-twelfth of Tenant's Pro Rata Share of Operating Costs. Tenant's pro rata share of Operating Costs is **1.79%** of the Building. The Operating Costs under Landlord's control shall not increase by more than three percent (3%) any calendar year.

c. **Method of Payment.** Tenant shall pay to Landlord Operating Costs pursuant to the following procedure:

i. Landlord shall provide to Tenant, at or before the Commencement Date, a good faith estimate of annual Operating Costs for the calendar year in which the Commencement Date occurs. Landlord shall also provide to Tenant, as soon as possible following the first day of each succeeding calendar year, a good faith estimate of Tenant's annual Pro Rata Share of Operating Costs for the then-current year.

ii. Each estimate of Tenant's annual Pro Rata Share of Operating Costs determined by Landlord, as described above, shall be divided into twelve (12) equal monthly installments. Tenant shall pay to Landlord such monthly installment of Operating Costs with each monthly payment of Base Rent. In the event the estimated amount of Tenant's Pro Rata Share of Operating Costs has not yet been determined for any calendar year, Tenant shall pay the monthly installment in the estimated amount determined for the preceding calendar year until the estimate for the current calendar year has been provided to Tenant. When the estimate for the current

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

calendar year is received, Tenant shall then pay any shortfall or receive a credit for any surplus for the preceding months of the current calendar year and shall, thereafter, make the monthly installment payments in accordance with the current estimate.

iii. As soon as reasonably possible following the end of each calendar year of the Lease term, Landlord shall determine and provide to Tenant a statement (the "Operating Costs Statement") setting forth the amount of Operating Costs actually incurred and the amount of Tenant's Pro Rata Share of Operating Costs actually payable by Tenant with respect to such calendar year. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within thirty (30) days following receipt of the Operating Costs Statement. In the event the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, the excess shall be refunded to Tenant within thirty (30) days after delivery of such Operating Costs Statement.

iv. Should Tenant dispute any amount shown on the Operating Costs Statement, Tenant may, at its sole cost and expense, audit Landlord's books and records for the calendar year covered by such Operating Costs Statement upon written notice to Landlord given within ninety (90) days after Tenant's receipt of such Operating Costs Statement. If Tenant fails to provide notice of dispute within such ninety (90) day period, the Operating Costs Statement shall be final and conclusive. Any audit conducted by Tenant shall be completed within sixty (60) days after Tenant's request therefor. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within thirty (30) days following completion of the audit. In the event the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, the excess shall be refunded to Tenant within thirty (30) days after completion of the audit. Landlord and Tenant shall cooperate as may be reasonably necessary in order to facilitate the timely completion of any audit. Nothing in this section shall in any manner modify Tenant's obligations to make payments as and when provided under this Lease.

UTILITIES AND SERVICES. Tenant shall furnish all utilities and other services which Tenant requires with respect to the Premises, and shall pay, at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises.

9. **TAXES.** Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall pay all taxes and assessments with respect to the Property, including any taxes resulting from a reassessment of the Building or the Property due to a change of ownership or otherwise, all of which shall be included in Operating Costs and subject to partial reimbursement by Tenant as set forth in Section 8.

10. **COMMON AREAS.**

a. **Definition.** The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.

b. **Use of the Common Areas.** Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others.

c. **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair. This maintenance cost shall be an Operating Cost chargeable to Tenant pursuant to Section 8. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises.

11. **ALTERATIONS.** Tenant may make alterations, additions or improvements to the Premises, including any Tenant Work identified on attached Exhibit D (the "Alterations"), only with the prior written consent of Landlord, which, with respect to Alterations not affecting the structural

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the name of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as not to unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment (as set forth in Section 20) all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmens' liens against the Premises or the Property or any interest therein. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

12. **REPAIRS AND MAINTENANCE; SURRENDER.** Tenant shall, at its sole expense, maintain the entire Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition, including all HVAC components and other utilities and systems to the extent exclusively serving the Premises. Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems serving more than just the Premises, and the Common Areas, the costs of which shall be included as an Operating Cost. Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, the Building, or the Property and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as additional rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

13. **ACCESS AND RIGHT OF ENTRY.** After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term; and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

14. **SIGNAGE.** Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

15. **DESTRUCTION OR CONDEMNATION.**

a. **Damage and Repair.** If the Premises or the portion of the Building or the Property necessary for Tenant's occupancy are partially damaged but not rendered untenantable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy to the extent required below and this Lease shall not terminate. Tenant may, however, terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event by giving twenty (20) days written notice of termination.

The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenantable if twenty-five percent (25%) or less of each of those areas are damaged. If insurance proceeds are not available or are not sufficient to pay the entire cost of restoring the Premises, or if Landlord's lender does not permit all or any part of the insurance proceeds to be applied toward restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or fifty percent (50%) or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenantable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within sixty (60) days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenantable, Landlord fails to notify Tenant of its

INITIALS: Tenant DL Date 9-24-20 Landlord [illegible] Date 9.25.2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon twenty (20) days' notice to Landlord unless Landlord, within such twenty (20) day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.

If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and the Rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole Premises, provided that there shall be a Rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord shall have no obligation to carry insurance of any kind for the protection of Tenant; any alterations or improvements paid for by Tenant; any Tenant's Work identified in Exhibit C (regardless of who may have completed them); Tenant's furniture; or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord's restoration obligations hereunder shall not include any obligation to repair any damage thereto or replace the same.

b. **Condemnation.** If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenantable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date.

If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenantable, then this Lease shall continue in full force and effect and the Rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenantable if twenty-five percent (25%) or less of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building or the Property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

16. INSURANCE.

a. **Tenant's Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than $2,000,000, and a deductible of not more than $10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.

b. **Tenant's Property Insurance.** During the Lease term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment in the amount of their full replacement value, with a deductible of not more than $10,000.

c. **Miscellaneous.** Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the State in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

d. **Landlord's Insurance.** Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, liability insurance with respect to the Common Areas, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate. The cost of any such insurance shall be included in the

INITIALS: Tenant DL Date 9-24-20 Landlord T. M Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

Operating Costs, and if such insurance is provided by a "blanket policy" insuring other parties or locations in addition to the Building, then only the portion of the premiums allocable to the Building and Property shall be included in the Operating Costs.

e. **Waiver of Subrogation.** Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

17. INDEMNIFICATION.

a. **Indemnification by Tenant.** Tenant shall defend, indemnify, and hold Landlord and its property manager (if any) harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.

b. **Indemnification by Landlord.** Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.

c. **Waiver of Immunity.** Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

d. **Exemption of Landlord from Liability.** Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or any other person in or about the Premises or the Property.

e. **Survival.** The provisions of this Section 18 shall survive expiration or termination of this Lease.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorneys' fees, upon demand of Landlord, up to a maximum of $1,250. In the event, Tenant causes the cost of attorney's fees to increase, Tenant shall be solely responsible for payment of the increases in cost.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreement or documents. In addition, Tenant shall provide Landlord with a credit report, two years personal and corporate tax returns, and other financial documentation as requested by Landlord for Landlord to properly evaluate the potential assignees or sublessee's financial credit worthiness.

19. LIENS. Tenant shall not subject the Landlord's assets to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

INITIALS: Tenant DL Date 9-24-20 Landlord TM Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

20. **DEFAULT.** In the event of default, Landlord may require all concessions previously provided due and payable which may include but not limited to rental abatement, Tenant improvements and allowances. Landlord may require Tenant to provide financial documentation such as credit reports, tax returns and any other documentation Landlord requires to understand Tenant's financial condition. Such financial information will be provided by Tenant within 5 business days upon written request by Landlord to Tenant. The following occurrences shall each constitute a default by Tenant (an "Event of Default"): Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

a. **Failure To Pay.** Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.

b. **Vacation/Abandonment.** Vacation by Tenant of the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

c. **Insolvency.** Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.

d. **Levy or Execution.** The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.

e. **Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.

f. **Failure to Take Possession.** Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease.

Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

21. **REMEDIES.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.

b. **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined below); second, to pay any indebtedness of Tenant to Landlord other than rent;

INITIALS: Tenant DL Date 9-29-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, or any extension thereof.

d. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.

e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

22. **MORTGAGE SUBORDINATION AND ATTORNMENT.** This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"). Tenant shall attorn to the holder of any Landlord's Mortgage or any party acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided the acquiring party assumes the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord's Mortgage and each party acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default by Tenant exists.

23. **NON-WAIVER.** Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.

24. **HOLDOVER.** If Tenant shall, with the written consent of Landlord, remain in possession of the Premises and fail to return them to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.

If Tenant shall, without the written consent of Landlord, hold over after the expiration or termination of the Term, such tenancy shall be deemed to be on a month-to-month basis and may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord two hundred percent (200%) the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. In the event Tenant does not surrender the Premises and interferes or prevents Landlord from leasing the Premises to another party, Tenant shall be responsible for all liquidated damages and out-of-pocket expenses (including but not limited to attorney's fees, lost revenues) caused by Tenant's hold-over tenancy.

25. **NOTICES.** All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile numbers set forth in Section 1. The addresses for notices and payment of rent set forth in Section 1 may be modified by either party only by written notice delivered in conformance with this Section.

26. **COSTS AND ATTORNEYS' FEES.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

27. ESTOPPEL CERTIFICATES. Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the total rentable square footage of the Premises; (ii) the date the Lease term commenced and the date it expires; (iii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iv) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (v) that this Lease represents the entire agreement between the parties; (vi) that all obligations under this Lease to be performed by either party have been satisfied; (vii) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (viii) the amount of Rent, if any, that Tenant paid in advance; (ix) the amount of security that Tenant deposited with Landlord; (x) if Tenant has sublet all or a portion of the Premises or assigned its interest in the Lease and to whom; (xi) if Tenant has any option to extend the Lease or option to purchase the Premises; and (xii) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Tenant acknowledges and agrees that any statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days to Landlord's request for the statement required by this Section, Landlord may provide the statement and Tenant shall be deemed to have admitted the accuracy of the information provided by Landlord.

28. TRANSFER OF LANDLORD'S INTEREST. This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for collateral purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.

29. LANDLORD'S LIABILITY. Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

30. RIGHT TO PERFORM. If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's behalf. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.

31. HAZARDOUS MATERIAL. As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Materials on the Premises or the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or the Property to the condition existing prior to the release of any such Hazardous Material; provided

INITIALS: Tenant DL- Date 9-24-20 Landlord T.N. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of this Section 32 shall survive expiration or termination of this Lease.

32. QUIET ENJOYMENT. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

33. MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

34. TERMINATION. In the event Landlord or Tenant receives any cease and desist or other government letter or notice contesting the Permitted Use of the premises or leasing of the Premises due to an act of omission of tenant. Landlord and Tenant agree that unless the matter can be cured by diligent action of the Tenant within sixty (60) days Landlord may terminate the lease. Subject to Landlord's written Notice of Termination, the lease termination shall be effective sixty (60) days from receipt of such notice from a government agency.

Should landlord be precluded from refinancing from commercial borrowing and lending, and or leasing as a result of Tenant's Permitted Use landlord reserves the right to terminate the lease subject to Landlord's one hundred and twenty (120) day written Notice of Termination. During the 120-day Termination of Notice period Landlord shall provide Tenant base rent abatement. Tenant will continue to pay their pro-rata share of Operating Expenses. Landlord shall further compensate Tenant for its incurred Tenant Improvements (TI expense), amortized over the initial Lease Term in an amount not to exceed One Hundred Thousand Dollars ($100,000).

In the event that state or federal law legally precludes Tenant's Permitted Use, and which requires Tenant to cease operating its business at any time during the term of the lease or any option period the Lease shall terminate six (6) months from Landlord or Tenant's receipt of such notice of change in law.

Notices from legal authorities giving rise to this section shall include, but not be limited to, licensing denial issued by Alaska State Liquor and Cannabis Board.

GENERAL.

a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

b. **Brokers' Fees.** Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described and disclosed in Section 37 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described and disclosed in Section 37 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

c. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

d. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Alaska.

g. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9.25.2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

Disclaimer: Landlord may not take possession of any marijuana or marijuana product for any reason. The Alaska Marijuana Control Office shall be contacted in the event this is necessary.

TM DL

h. **Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.

i. **No Light, Air or View Easement.** Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

j. **Authority of Parties.** Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.

k. **Time.** "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.

35. EXHIBITS AND RIDERS. The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

Exhibit A: Floor Plan Outline of the Premises
Exhibit B: Legal Description of the Property
Exhibit C: Options: Option to Extend
Exhibit D: Improvements to the Premises
Exhibit E: Inventory of Fixtures
Exhibit F: Rules & Regulations

36. AGENCY DISCLOSURE. At the signing of this Lease, Landlord is represented by Steve Schick of Juneau Real Estate (the "Landlord's Broker") and Tenant is represented by ___N/A_____ (the "Tenant's Broker").

This Agency Disclosure creates an agency relationship between Landlord, Landlord's Broker (if any such person is disclosed), and any managing brokers who supervise Landlord's Broker's performance (collectively the "Supervising Brokers"). In addition, this Agency Disclosure creates an agency relationship between Tenant, Tenant's Broker (if any such person is disclosed), and any managing brokers who supervise Tenant's Broker's performance (also collectively the "Supervising Brokers"). If Tenant's Broker and Landlord's Broker are different real estate licensees affiliated with the same Firm, then both Tenant and Landlord confirm their consent to that Firm and both Tenant's and Landlord's Supervising Brokers acting as dual agents. If Tenant's Broker and Landlord's Broker are the same real estate licensee who represents both parties, then both Landlord and Tenant acknowledge that the Broker, his or her Supervising Brokers, and his or her Firm are acting as dual agents and hereby consent to such dual agency. If Tenants' Broker, Landlord's Broker, their Supervising Brokers, or their Firm are dual agents, Landlord and Tenant consent to Tenant's Broker, Landlord's Broker and their Firm being compensated based on a percentage of the rent or as otherwise disclosed on the attached addendum. Neither Tenant's Broker, Landlord's Broker nor either of their Firms are receiving compensation from more than one party to this transaction unless otherwise disclosed on an attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

37. COMMISSION AGREEMENT. Landlord and Landlord's Broker has a new listing leasing commission agreement as defined by their separate management agreement.

38. BROKER PROVISIONS.

LANDLORD'S BROKER, TENANT'S BROKER AND THEIR FIRMS HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES; THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE; LANDLORD'S OR TENANT'S FINANCIAL STANDING; ZONING OR COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS; SERVICE OR CAPACITY OF UTILITIES; OPERATING COSTS; OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.

Signatures on the following Page

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

[TM][DL]

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

The Mason Jar LLC

Landlord: Juneau Foodland LLC
a Washington limited liability company

Tenant: ~~Dennis Lavigne, Mason Jar~~
an Alaska corporation

Tyler Myers, Manager

Dennis Lavigne, 9-24-20

INITIALS: Tenant DL Date 9-24-20 Landlord TM Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

LANDLORD'S ACKNOWEDGMENT

ss.

STATE OF WASHINGTON

COUNTY OF ~~KING~~ SNOHOMISH

I certify that I know or have satisfactory evidence that Tyler Myers is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Juneau Foodland LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 5TH day of OCTOBER, 2020.

ELEANORE ANIMAS MARAVE
NOTARY PUBLIC # 54353
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 9, 2023

(Signature of Notary)

Eleanore Animas Marave
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington,
residing at LYNNWOOD
My appointment expires 7/9/2023

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

TENANT'S ACKNOWLEDGMENT

ss.

STATE OF ALASKA

BOROUGH OF JUNEAU

I certify that I know or have satisfactory evidence that Dennis Lavigne is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Owner of Mason Jar_____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 24th day of September, 2020.

Amber Turner
(Signature of Notary)

Amber Turner # 180709005
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Alaska,
residing at 3000 Vintage Blvd Suite 250 Juneau AK 99801
My appointment expires July 9, 2022

AMBER TURNER NOTARY PUBLIC STATE OF ALASKA My Commission Expires JULY 9, 2022

INITIALS: Tenant DL Date 9-24-20 Landlord J. M. Date 9.25.2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

Exhibit A

(Outline of Premises)

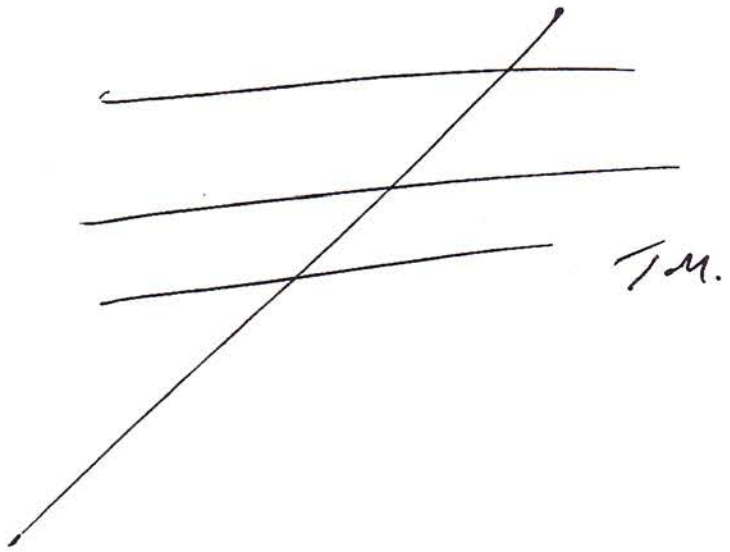
This exhibit is a continuation of that certain Lease dated November 1, 2020, between Juneau Foodland LLC, a Washington limited liability company ("Landlord") and ~~Dennis Lawigne, DBA Mason Jar,~~ an Alaska corporation ("Tenant") on real property in the Willoughby District, Juneau Alaska, and by this reference shall become a part of that agreement.

The Mason Jar LLC [TM] [DL]

Foodland Shopping Center

The Leased area is part of what is referred to as the Annex Building of the Foodland Shopping Center.

Two end units closest to Foodland IGA (formally used as Pilates Bodies)



T.M.

T.M. 9-25-2020

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

Exhibit B

(Legal Description)

This exhibit is a continuation of that certain Lease dated November 1, 2020, between Juneau Foodland LLC, a Washington limited liability company ("Landlord") and ~~Dennis Lavigne, DBA Mason Jar,~~ an Alaska corporation ("Tenant") on real property in the Willoughby District, Juneau Alaska, and by this reference shall become a part of that agreement.

The Mason Jar LLC [TM][DL]

Description of Site

Foodland Shopping Center

601 W Willoughby Avenue Juneau, Alaska 99801

Latitude: 58.29986, Longitude: -134.41825

The subject is located between Egan Drive (Alaska Route 7) and W Willoughby Avenue on the block between Whittier Street and Gold Creek at the west end of downtown Juneau.

Assessor's Tax Parcel Number(s) 1C060K660090

Abbreviated Legal Description - TIDELANDS ADDITION BL 66 LT 11, 12 FR, 14-20, 22-25 FR (Per Tax Assessor Records)

Gross Site Area - Square Feet: 238,137 Acres: 5.47

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

Exhibit C

(Options)

This exhibit is a continuation of that certain Lease dated November 1, 2020, between Juneau Foodland LLC, a Washington limited liability company ("Landlord") and ~~Dennis Lavigne, DBA Mason Jar,~~ an Alaska corporation ("Tenant") on real property in the Willoughby District, Juneau Alaska, and by this reference shall become a part of that agreement.

The Mason Jar LLC [TM] [DL]

Provided Tenant has not been in monetary default at the time of exercise or upon the commencement of any extension term, Tenant shall have one (1) option to extend the Term of this Lease for one (1) year ("Option 1 to Extend"). Tenant shall exercise the option by delivering written Notice to Landlord not less than sixty (60) days prior to expiration of the then current Lease term. Upon the exercise of any option, the Term of this Lease shall be extended for the period of the subject option upon all the same terms, conditions and covenants as set forth herein, except for the amount of the base, monthly rental, operating expense and any concessions. The new base rental for the extended Term 1 shall be $2.046 per square foot per month.

Provided Tenant has not been in monetary default at the time of exercise or upon the commencement of any extension term, Tenant shall have one (1) option to extend the Term of this Lease for five (5) years ("Option 2 to Extend"). Tenant shall exercise the option by delivering written Notice to Landlord not less than sixty (60) days prior to expiration of the then current Lease term. Upon the exercise of any option, the Term of this Lease shall be extended for the period of the subject option upon all the same terms, conditions and covenants as set forth herein, except for the amount of the base, monthly rental, operating expense and any concessions. The new base rental for the extended Term 2 shall be $2.295 per square foot per month during the first year. The new base rental for the extended Term 2 shall be $2.341 per square foot per month during the second year. The new base rental for the extended Term 2 shall be $2.388 per square foot per month during the third year. The new base rental for the extended Term 2 shall be $2.435 per square foot per month during the fourth year. The new base rental for the extended Term 2 shall be $2.484 per square foot per month during the fifth year.

INITIALS: Tenant DL Date 9-24-20 Landlord T.M Date 9.25.2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

Exhibit D

(Improvements to the Premises)

This exhibit is a continuation of that certain Lease dated November 1, 2020, between Juneau Foodland LLC, a Washington limited liability company ("Landlord") and ~~Dennis Lavigne, DBA Mason Jar,~~ an Alaska corporation ("Tenant") on real property in the Willoughby District, Juneau Alaska, and by this reference shall become a part of that agreement.

The Mason Jar LLC [TM] [DL]

Tenant is specifically leasing the Premises based upon Tenant's own investigation of the nature and condition of the Building, the Real Property, the Premises, all of the improvements, equipment, fixtures and the systems of the Building, the zoning applicable to the Premises and the Property, governmental restrictions on Tenant's Permitted Use of the Premises, and Tenant's investigation and examination of the improvements, equipment, fixtures and systems serving the Premises, i.e., including but not limited to: the applicable systems and components such as plumbing, heating, air condition, electrical, lighting, fire protection, sprinkler and ventilating systems (herein collectively the "Systems"). Tenant specifically disclaims any reliance upon any statement, promise, assurance or warranty of any nature from Landlord or any agent or party affiliated with Landlord, except as specifically set forth in this Lease and Tenant acknowledges that Tenant shall be solely responsible for and shall pay all costs and expenses to repair, renovate, restore, operate, maintain, refurbish, improve and replace all and every component of the Systems thereof. Any description of the Premises, the Building or Real Property in this Lease does not constitute a representation, covenant or warranty of any kind by Landlord.

Tenant acknowledges that the Building, the Real Property, the Premises and the improvements, equipment, fixtures and the Systems thereof are accepted by Tenant in their respective present ***AS-IS, WHERE-IS*** condition, with no obligation on Landlord's part to clean, paint, repair, renovate, restore, operate, maintain, refurbish, improve or replace any part, component or aspect of the Building, the Real Property, the Premises, the improvements, equipment, fixtures or the Systems thereof, during the Lease Term, the Option Term, or as a condition to the effectiveness of this Lease.

Landlord shall provide a Tenant Improvement Allowance equal to $13.00 PSF ($22,243.) to go toward improving the Premises. Tenant may use these funds as it best sees fit and will provide Landlord with a bill of sale receipt for labor or supplies as a means of receiving a credit towards Tenants TI allowance. If total amount of funds is not used for improvements Tenant can apply balance of non-used funds towards rent.

All structural work done by Tenant must be approved by Landlord and must be done with permits issued, certified by a structural engineer and completed by a licensed and bonded tradesman.

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

Exhibit E

(Inventory of Fixtures)

This exhibit is a continuation of that certain Lease dated November 1, 2020, between Juneau Foodland LLC, a Washington limited liability company ("Landlord") and Dennis Lavigne, ~~DBA Mason Jar,~~ an Alaska corporation ("Tenant") on real property in the Willoughby District, Juneau Alaska, and by this reference shall become a part of that agreement.

The Mason Jar LLC TM DL

~~Tenant may negotiate with the previous user of the space, Richard Petersen, for an air conditioning unit that is located in the space. If an agreement cannot be reached the previous owner will remove the air conditioning unit. No fixtures or equipment to be provided by Landlord.~~

INITIALS: Tenant DL Date 9-24-20 Landlord T.M Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

Exhibit F

(Rules & Regulations)

This exhibit is a continuation of that certain Lease dated November 1, 2020, between Juneau Foodland LLC, a Washington limited liability company ("Landlord") and ~~Dennis Lavigne, DBA Mason Jar~~, an Alaska corporation ("Tenant") on real property in the Willoughby District, Juneau Alaska, and by this reference shall become a part of that agreement.

The Mason Jar LLC TM DL

1. The sidewalks, entries, passages, court corridors and stairways shall not be obstructed by Tenant, its employees or agents, or used by them for purposes other than ingress and egress to and from the Premises.

2. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service and all approvals required by Landlord shall be within five (5) business days of written notice. This provision shall apply to all work performed in the Building, including installation of telephones, computer wiring, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, or any other physical portion of the Building. Such approval, if given, shall in no way make Landlord a party to any contract between Tenant and any such contractor, and Landlord shall have no liability therefor. In the event a contractor is hired by Tenant, the tenant and the contractor shall execute Landlord's standard Hold Harmless Agreement, which indemnifies Landlord, its agents and invitees from any and all liability in connection with contractor's work.

3. Except as otherwise indicated herein, no signs, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building unless of such color, size and style and in such place upon or in the Building as shall first be approved in writing by Landlord within five (5) business days of written notice; there shall be no obligation or duty on Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of the Building. Signs on doors will be painted for the Tenant by a sign writer approved by Landlord, the cost of the painting to be paid by the Tenant. No furniture shall be placed in front of the Building or in any lobby or corridor without the prior written consent of Landlord. Landlord shall have the right to remove all other signs and furniture without notice to Tenant, at the expense of Tenant.

4. Landlord's acceptance of any name for listing on the Building Directory will not be deemed, nor will it substitute for Landlord's consent, as required by this Lease, to any sublease, assignment, or other occupancy of the Premises.

5. Tenant shall have the non-exclusive use in common with Landlord, other tenants their guests and invitees, of the common areas, subject to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

6. No Tenant shall do or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of casualty insurance on the Building, or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon said Building or any part thereof, or conflict with any rules and ordinance of any governmental agency.

7. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in the Building shall be covered or obstructed by Tenant.

8. No person shall disturb the occupants of the Building by the making of loud or objectionable noises, or any other unreasonable or offensive conduct or activity. No dogs or other animals or pets of any kind, except service animals, will be allowed in the Building.

9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or by the defacing or injury of any part of the Building, shall be borne by the Tenant who, or whose employees or agents, shall have caused it.

10. No bicycles or similar vehicles will be allowed in the Building.

11. Nothing shall be thrown out the windows of the Building or down the stairways or other passages.

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

12. Tenant shall not be permitted to use or to keep in the Building any kerosene, gasoline or any inflammable or combustible fluids or materials, without the prior written consent of Landlord.

13. If any Tenant desires, at its cost, any high or low voltage connections, Landlord or its agents will direct the electricians as to where and how the wires may be introduced, and without such directions, no boring or cutting for wires will be permitted.

14. If Tenant desires, at its cost, shades, draperies, or awnings, they must be of such shape, color, materials and make as shall be designated by Landlord. Any outside awning may be prohibited by Landlord. Landlord or its agents shall have the right to enter the Premises to examine the same or to make such repairs, alterations or additions, as Landlord shall deem necessary for the safety, preservation or improvement of the Building. Landlord or its agents may show said Premises and may place on the windows or doors thereof, a notice regarding the availability of the suite for rental six months prior to the expiration of the Lease.

15. No portion of the Building shall be used for the purpose of lodging rooms or for any unlawful purpose.

16. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Building shall be kept whole, and whenever broken by anyone shall be immediately replaced or repaired and put in order by Tenant under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.

17. All safes or other heavy articles shall be carried up or into the Premises only at such times and in such manner as shall be prescribed by Landlord. Landlord shall in all cases have the right to specify the proper weight and position of any such safe other heavy article. Any damage done to the Building by taking in or removing any such equipment or from overloading any floor in any way shall be the responsibility of the Tenant. Defacing or injuring in any way any part of the Building by the Tenant, its agents or employees shall be paid for by the Tenant.

18. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulation in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

19. These Rules and Regulations are in addition to, and shall not be construed to any way modify or amend, in whole or in part, the terms and covenants, agreements and conditions of Tenant's Lease of its Premises in the Building.

20. Tenant shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the Premises as Landlord, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems. Landlord expressly reserves the right to conduct examinations, test (including but not limited to a geohydraulic survey of soil and subsurface conditions), inspections and review of the Premises as Landlord in its sole and absolute discretion may determine to be necessary.

21. Landlord reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all suchnce power exceeds the design load parameters of the Building and a service call is requested, then Tenant is responsible for such service as a direct Tenant cost.

22. In the event Tenant stores unsightly items in public view, within five (5) working days after being given notice by Landlord to remedy the matter, Landlord has the right to cause the unsightly items to be stored elsewhere, disposed of or removed from view and directly bill Tenant for the associated cost.

INITIALS: Tenant DL Date 9-24-20 Landlord T.M. Date 9-25-2020.

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Authentisign ID: 2336167C-52A2-4371-A9BA-ABB1B3895569

Exhibit G

(Additional Provisions of Lease)

This exhibit is a continuation of that certain Lease dated November 1, 2020, between Juneau Foodland LLC, a Washington limited liability company ("Landlord") and ~~Dennis Lewigne, DBA Mason Jar~~, an Alaska corporation ("Tenant") on real property in the Willoughby District, Juneau Alaska, and by this reference shall become a part of that agreement.

The Mason Jar LLC TM DL

In the event Tenant is delayed in receiving State of Alaska approval to operate its business for the intended use Landlord will allow the initial monthly amount owed to be extended by as much as an additional four (4) months. In this case the base rent will remain at $1,750. per month plus the monthly NNN charges for up to four (4) additional months. Once Tenant is given approval then all rents owed will follow the lease rental schedule.

If during the application process Landlord or Tenant become concerned over the amount of negative public opinion either may cancel this lease agreement up until the State approval certificate is obtained by Tenant. Neither Landlord nor Tenant will owe any compensation to each other for costs incurred up to the point of lease cancelation.

INITIALS: Tenant DL ~~9-24-20~~ Date 9-24-20 Landlord T. M. Date 9-25-2020

Tenant _____ Date _____ Landlord _____ Date _____

Received by AMCO 5/21/2021

Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	The Mason Jar LLC

Entity Type: Limited Liability Company

Entity #: 10059679

Status: Good Standing

AK Formed Date: 5/23/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: PO BOX 35264, JUNEAU, AK 99803-5264

Entity Physical Address: 2771 SHERWOOD LANE, UNIT E, JUNEAU, AK 99801

Registered Agent

Agent Name: Dennis Lavigne

Registered Mailing Address: PO BOX 35264, JUNEAU, AK 99803-5264

Registered Physical Address: 2771 SHERWOOD LANE, JUNEAU, AK 99801

Officials

☐Show Former

AK Entity #	Name	Titles	Owned
	Dennis Lavigne	Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
5/23/2017	Creation Filing	Click to View	Click to View
8/21/2018	Initial Report	Click to View	
10/09/2018	Biennial Report	Click to View	
6/17/2020	Change of Officials	Click to View	
10/28/2020	Biennial Report	Click to View	

COPYRIGHT © STATE OF ALASKA · DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT ·

Limited Liability Company Agreement of
The Mason Jar
A Single Member Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") of The Mason Jar, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Member").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for The Mason Jar, a Member-managed Alaska single member limited liability company (the "Company") formed under and pursuant to Alaska law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

2771 Sherwood Lane, Unit E, Juneau, Alaska 99801, or such other location as shall be selected from time to time by the Member.

The Company's mailing address is:

P.O. Box 35264, Juneau, Alaska 99803

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Dennis J. Lavigne. The Agent's registered office is 4300 Marion Drive, Juneau, Alaska 99801. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

The Mason Jar is a marijuana retail store.

This is a RocketLawyer.com document.

Received by AMCO 1.9.2021

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Alaska law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined in this Agreement unless:

1. The Member votes to dissolve the Company;

2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;

3. It becomes unlawful for either the Member or the Company to continue in business;

4. A judicial decree is entered that dissolves the Company; or

5. Any other event results in the dissolution of the Company under federal or Alaska law.

III. Member.

A. The Member. The sole member of The Mason Jar at the time of adoption of this Agreement is Dennis Lavigne (the "Member").

B. Initial Contribution. The Member shall make an Initial Contribution to the Company. The Initial Contributions shall be as described in Attachment A, Initial Contributions of the Member.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

C. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.

D. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.

This is a RocketLawyer.com document.

Received by AMCO 1.9.2021

1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

E. Member Voting.

1. *Voting power*. In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.

F. Member's Duties. The Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

4. Not commingle its assets with assets of the Member or any other person, and separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

This is a RocketLawyer.com document.

Received by AMCO 1.9.2021

6. Maintain an arm's length relationship with the Member, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

8. Allocate fairly and reasonably any overhead for shared office space;

9. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

10. Correct any known misunderstanding regarding its separate identity;

11. Maintain adequate capital in light of its contemplated business purposes;

12. Cause the Member to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;

13. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;

14. Not require any obligations or securities of the Member; and

15. Observe all other limited liability formalities.

Failure of the Member to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

G. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, the Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Alaska.

2. *Competition with the Company.* The Member shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company. The Member shall refrain from competing with the Company in the conduct of the Company's business.

This is a RocketLawyer.com document.

Received by AMCO 1.9.2021

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to any future Members. The Member shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company, but shall owe no such duties to Officers and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.

4. *Reliance on Reports.* In discharging the Member's duties, the Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

   i. One or more other Members, in the event that the Company has multiple Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.

   ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.

   iii. In the event that the Company has multiple Members, a committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Distributions. Distributions shall be issued on a monthly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

A. Tax Designation. The Company has or will file with the Internal Revenue Service for treatment as a S-Corporation.

VI. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

This is a RocketLawyer.com document.

Received by AMCO 1.9.2021

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members, one or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.

E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no

This is a RocketLawyer.com document.

Received by AMCO 1.9.2021

recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.

G. Notice to Alaska Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law.

VII. Exculpation and Indemnification.

A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person,

This is a RocketLawyer.com document.

Received by AMCO 1.9.2021

a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law.

IX. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in

This is a RocketLawyer.com document.

Received by AMCO 1.9.2021

accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).

G. Application of Alaska Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.

H. Amendment. This Agreement may be amended only by written consent of the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of November 20, 2019.

By: _____ Date: 11/20/19

Dennis Lavigne

This is a RocketLawyer.com document.

Received by AMCO 1.9.2021

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Environmental Conservation

Division of Environmental Health
Food Safety & Sanitation Program

PO Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.5163
Fax: 907.465.5362
Jason.wiard@alaska.gov

December 16, 2020

Dennis Lavigne
P.O. Box 35264
Juneau, Ak 99803

Subject: Food Establishment Permit Not Required for Products Intended to be Smoked

Dear Mr. Lavigne,

Thank you for your recent application for a permit from the Department of Environmental Conservation's Food Safety and Sanitation program. You stated in your application that you will only be offering Vape Cartridges, Concentrate Applicators (Vape Cartridge Refill Syringes), and a variety of edibles that do not require refrigeration for food safety. This letter is to inform you that the marijuana establishment you have described in your application does not require a permit under the Alaska Food Code (18 AAC 31).

Please be aware that if you change the type of product that you manufacture at your establishment to include edibles, you will be required to submit a plan of your operations and apply for a food establishment permit.

Sincerely,

Jason Wiard
Environmental Health Officer IV

Received by AMCO 1.9.2021