Alcohol & 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

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

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

Licensee:	Alaska Biotech LLC	**License Number:**		10687	
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	DANK RESEARCH				
Physical Address:	16966 Parks Highway				
City:	Houston	**State:**	AK	**Zip Code:**	99694
Designated Licensee:	Ronald Pickett				
Email Address:	AlaskaBiotech@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Entity Documents: Articles of Organization, Certificate of Organization, Initial Biennial Report, Dank Research business license, LLC Operating Agreement

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	Alaska Biotech LLC

Entity Details

Entity Type: Limited Liability Company

Entity #: 10039661

Status: Good Standing

AK Formed Date: 6/29/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2018

Entity Mailing Address: BOX 873273, WASILLA, AK 99687

Entity Physical Address: 16966 PARKS HIGHWAY, HOUSTON, AK 99694

Registered Agent

Agent Name: Ronald Pickett

Registered Mailing Address: BOX 873273, WASILLA, AK 99687

Registered Physical Address: 16966 PARKS HIGHWAY, HOUSTON, AK 99694

Officials

AK Entity#	Name	Titles	Percent Owned
	Ronald Pickett	Member	100

Filed Documents

Date Filed	Type	Filing	Certificate
6/29/2016	Creation Filing		
6/29/2016	Initial Report		

Alaska Entity #10039661

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

Certificate of Organization

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

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

Alaska Biotech LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective June 29, 2016.

Chris Hladick
Commissioner

THE STATE of ALASKA

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

COR

FOR DIVISION USE ONLY

Limited Liability Company

Initial Biennial Report

Web-6/29/2016 3:21:28 PM

Entity Name: Alaska Biotech LLC
Entity Number: 10039661
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Ronald Pickett
Physical Address: 16966 PARKS HIGHWAY, HOUSTON, AK 99694
Mailing Address: BOX 873273, WASILLA, AK 99687

Entity Physical Address: 16966 PARKS HIGHWAY, HOUSTON, AK 99694

Entity Mailing Address: BOX 873273, WASILLA, AK 99687

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Ronald Pickett	Box 873273, Wasilla, AK 99687	100	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: Ronald Pickett

THE STATE of ALASKA

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

COR

FOR DIVISION USE ONLY

Limited Liability Company

Initial Biennial Report

Web-6/29/2016 3:21:28 PM

Entity Name: Alaska Biotech LLC
Entity Number: 10039661
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Home State/Province: ALASKA

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Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Ronald Pickett	Box 873273, Wasilla, AK 99687	100	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: Ronald Pickett

Alaska Biotech LLC

Operating Agreement

July 25, 2016

LIMITED LIABILITY COMPANY AGREEMENT

for

Alaska Biotech LLC

This Limited Liability Company Agreement (this "Agreement") for **Alaska Biotech LLC** (the "Company") is entered into by Ronald Pickett, as the sole member (the "Member"). The Member, by execution of this Agreement, hereby forms a limited liability company and agrees as follows:

1. Name. The name of the limited liability company formed hereby is **Alaska Biotech LLC**. The business of the LLC may be conducted under any other name permitted by the Act that is selected by the Member.

2. Filing of Articles. The Member is authorized to execute, deliver and file any other articles, certificates, notices or documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

3. Purposes. The Company is formed for the object and purpose of legally cultivating cannabis. The Company may engage in any lawful act or activity for which limited liability companies may be formed under the Act.

4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by Alaska law on limited liability companies formed under the Act and all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 3.

5. Term. The term of the Company shall be perpetual from the date of filing of the Certificate of Organization of the Company, unless the Company is dissolved earlier in accordance with either the provisions of this Agreement or the Act.

6. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in Alaska is Ronald Pickett, at Box 873273 in Wasilla, Alaska 99687.

7. Member. The name and the mailing address of the Member are as follows: Ronald Pickett, at Box 873273 in Wasilla, Alaska 99687.

8. Fiscal Year. The fiscal year of the Company for financial, accounting and tax purposes shall initially be the fiscal year commencing on January 1st and ending on December 31 (the "Fiscal Year"). The Member shall have authority to change the beginning and ending dates of the Fiscal Year.

9. Bank Accounts. Excepting proceeds from the sale of cannabis, all funds of the Company shall be deposited in its name in such checking and savings accounts, time deposits, certificates of deposit or other accounts at such banks as shall be designated by the Member. Money from the sale of cannabis will be stored in a safe of the Members choice.

10. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

11. Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may voluntarily make additional capital contributions to the Company in any form and at any time. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule I hereto.

12. Allocation of Profits and Losses. For so long as the Member is the sole member of the Company, the Company's profits and losses shall be allocated solely to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

14. Tax Treatment. The Member acknowledges that because the Company will have a single Member, the Company shall be disregarded as an entity separate from its owner for federal income tax purposes, unless it changes its classification for federal income tax purposes to that of a corporation or until the Company has more than one member, in which case it would be treated as a partnership for federal income tax purposes (again, provided that the Company has not elected to be treated as a corporation). Regardless of the Company's classification, the Company shall keep books and records separate from those of its sole Member and shall at all times segregate and account for all of its assets and liabilities separately from those of its sole Member.

15. Management. Management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of Alaska. Notwithstanding any other provision of this Agreement, the Member is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person. The Member has the authority to bind the Company, and third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Member as set forth herein.

16. Other Business Opportunities. The Member and any person or entity affiliated with the Member may engage in or possess an interest in other business opportunities or ventures (unconnected with the Company) of every kind and description, independently or with others, including, without limitation, businesses that may compete with the Company. Neither the Member nor any person or entity affiliated with the Member shall be required to present any such business opportunity or venture to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by it. Neither the Company nor any person or entity affiliated with the Company shall have any rights in or to such business opportunities

or ventures or the income or profits derived therefrom by virtue of this Agreement, notwithstanding any duty otherwise existing at law or in equity. The provisions of this Section shall apply to the Member solely in its capacity as member of the Company and shall not be deemed to modify any contract or arrangement, including, without limitation, any non-compete provisions, otherwise agreed to by the Company and the Member.

17. Exculpation and Indemnification. (a) The Member shall not be liable to the Company or any other person or entity who is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member by this Agreement, except that the Member shall be liable for any such loss, damage or claim incurred by reason of the following: (i) the Member's gross negligence, wrongful acts or misconduct, (ii) the Member's breach of the duty of loyalty, (iii) the Member's receipt of a financial benefit to which the Member is not entitled, (iv) the Member's authorization of an improper distribution in breach of the Member's duty under Section 29-804.06 of the Act, (v) the Member's intentional infliction of harm on the Company or any other member who may be admitted to the Company or (vi) the Member's intentional violation of criminal law. (b) To the fullest extent permitted by applicable law, the Company shall reimburse for any payment made, and indemnify for any debt, obligation or other liability incurred, by the Member in the course of the Member's activities on behalf of the Company in good faith and in a manner reasonably believed to be within the scope of the authority conferred on the Member by this Agreement, except that the Member shall not be entitled to reimbursement or indemnification if, in making the payment or incurring the debt, obligation or other liability, the Member authorized an improper distribution under Section 29-804.05 of the Act or violated the standards of conduct for members under Section 29-804.09 of the Act.

18. Assignments. The Member may at any time assign in whole or in part its limited liability company interest in the Company. Any such assignment shall comply with all applicable law. If the Member transfers any of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If a Member transfers all of its interest in the Company, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

19. Dissociation. The Member may at any time dissociate as a member of the Company. If the Member withdraws from the Company pursuant to this Section, an additional member may be admitted to the Company 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 prior to the resignation, and, immediately. If persons other than the sole member are indemnified under this provision, the following should be added: "provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no member of the Company shall have personal liability on account thereof." Following such admission, the resigning Member shall cease to be a member of the Company.

20. Admission of Additional Members. One or more additional members may be admitted to the Company with the written consent of the Member and upon such terms (including with respect to participation in the management, profits, losses and distributions of the Company) as may be determined by the Member and the additional persons or entities to be admitted. This agreement, including Schedule I, shall be amended as appropriate to reflect the admission to the Company of any such additional member.

21. Dissolution. (a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of: (i) the written consent of the Member, (ii) any time there are no members of the Company, unless the Company is continued in accordance with the Act, (iii) the occurrence of any event that, under the Act, would make it unlawful for the business of the Company to be continued or (iv) on application by the Member, the entry by the State of Alaska. (b) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets or proceeds from the sale of the assets of the Company shall be applied in the manner, and in the order of priority.

22. Benefits of Agreement; No Third-Party Rights. The provisions of this Agreement are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any third-party, including any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and the Member shall have no duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

23. Severability of Provisions. Each provision of this Agreement shall be considered severable and if, for any reason, any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof. If persons other than the Member are entitled to indemnity under this Agreement, the right of such third parties to indemnification should be referred to as an exception to this section.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of Alaska. It may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

~~IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the __ day of _____, 20__.~~

RP

Ronald W Pickett

Ronald Pickett

Subscribed and sworn to before me this 8th day of August, 2016

Donna R. Wiggins

Notary Public in and for the State of Alaska
My commission expires: 02/14/2017

Official Seal
State of Alaska
Notary Public
Donna R. Wiggins
My Comm. Expires 02/14/2017

Alaska Business License # **1039157**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

DANK RESEARCH

BOX 873273 WASILLA AK 99687

owned by

ALASKA BIOTECH LLC

is licensed by the department to conduct business for the period

June 29, 2016 through December 31, 2016
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick