



MEMORANDUM

TO: Chair and Members of the Board DATE: June 2, 2016
FROM: Cynthia Franklin RE: Parallel 64, LLC, #10174
Director, Marijuana Control Board

This is an application for a new standard marijuana cultivation facility in the Municipality of Anchorage by Parallel 64, LLC DBA Parallel 64, LLC.

Date Application Initiated: 03/04/2016
Date Fees Paid: 04/13/2016
Date Under Review: 04/25/2016
Incomplete Letter Date: 05/10/2016
Date Incompletion Corrected: 05/23/2016
Additional Incomplete Letter: No
Date Final Documents Completed: 05/23/2016
Determined Complete/Notices Sent: 05/23/2016
Local Government Response/Date: Protest; 05/24/2016
DEC Response/Date: N/A (MOA)
Fire Marshal Response/Date: N/A (MOA)
Objection(s) Received/Date: No
Staff questions for Board: None



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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:	Parallel 64 llc	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	PARALLEL 64 LLC				
Physical Address:	2132 North Post Road				
City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	<p>MJ-00: Licensee - Travis Jones</p> <p>MJ-00: Licensee - Joshua Smith</p> <p>MJ-00: Licensee - Anwar Amar-Rogers</p>
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Received Date:		Payment Submitted Y/N:		Transaction #:	
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APR 5 '15 4:19:23



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:	Parallel 64, LLC	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Parallel 64				
Premises Address:	2132 North Post Road				
City:	Anchorage	State:	ALASKA	ZIP:	99504

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Travis Jones
Title:	Vice President

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

marijuana manufacturing license and a marijuana retail license



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.

TmJ

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

TmJ

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

TmJ

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.

TmJ

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.

TmJ

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.

TmJ

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).

TmJ

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

TmJ

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.

TmJ

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.

TmJ

I certify that all proposed licensees have been listed on my application with the Division of Corporations.

TmJ

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.

TmJ



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 only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

☐

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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

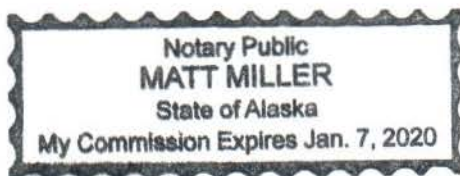
☒


All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.


Signature of licensee

Subscribed and sworn to before me this 30 day of March, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 1-7-20



Alaska Marijuana Control Board

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Doing Business As:	Parallel 64				
Premises Address:	2132 North Post Road				
City:	Anchorage	State:	ALASKA	ZIP:	99504

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Joshua Smith
Title:	Operations Manager

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

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marijuana manufacturing license and a marijuana retail license



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JNS

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JNS

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

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JMS

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 I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.

Josh Smith

Signature of licensee

Subscribed and sworn to before me this 29th day of march, 20 14.



Official Seal
Notary Public
T. Modisett
State Of Alaska

Commission # 1408062 Expires 08/08/2018

T. Modisett

Notary Public in and for the State of Alaska.

My commission expires: 08/08/2018



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Premises Address:	2132 North Post Road				
City:	Anchorage	State:	ALASKA	ZIP:	99504

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Anwar Amar-Rogers
Title:	President

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Ownership and financial interest in other licenses:

Yes No

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☒ *AR*

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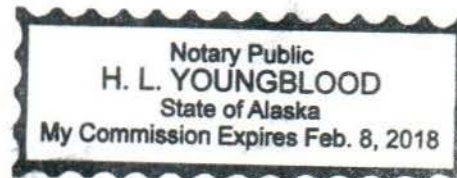
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.


Signature of licensee

Subscribed and sworn to before me this 5th day of April, 20 16.

H. Youngblood
Notary Public in and for the State of Alaska.

My commission expires: 2/8/18





Alaska Marijuana Control Board

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City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	<p>Form MJ-01 - Marijuana Est. Operating Plan</p>
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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APR 6 '16 AM 9:30



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:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

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 Information

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

Licensee:	Parallel 64,LCC	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility.				
Doing Business As:	Parallel 64				
Premises Address:	2132 North Post Road				
City:	Anchorage	State:	ALASKA	ZIP:	99504

Mailing Address:	205. E Dimond Blvd. #464				
City:	Anchorage	State:	ALASKA	ZIP:	99515

Primary Contact:	Travis Jones				
Main Phone:	907-342-5334	Cell Phone:	907-342-5334		
Email:	Travis.Jones@Parallel64.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

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

Parallel 64 shall ensure that all restricted access areas within the purposed licensed premises, as well as all exterior point of entry are clearly marked with a sign stating "Restricted Access Area. Visitors Must be Escorted". The facility's main entrance is located within a fenced area and shall remain locked at all times. Any member of the public seeking entrance to the facility shall contact Parallel 64 personnel via a telephone number posted on the main point of entry. At no time shall any unescorted member of the public be allowed access to any restricted access areas while not in the supervision of a member of Parallel 64's staff.

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

Upon contacting Parallel 64 via the point of contact number provided at the main entrance visitors shall enter into the facility's lobby area. All visitors shall be required to present a valid state issued identification card proving they are over 21 years of age. A daily visitor sign in sheet shall be signed recording the following information: Name, Address, State ID #, Time of Arrival/Departure, Purpose of Visit and Visitor ID badge #. A Visitor Badge shall be issued to each visitor. Each visitor to the purposed licensed premises shall be escorted by a member of Parallel 64's personnel into all restricted access areas. At no time shall any one member of Parallel 64 personnel be responsible for escorting more than 5 visitors.



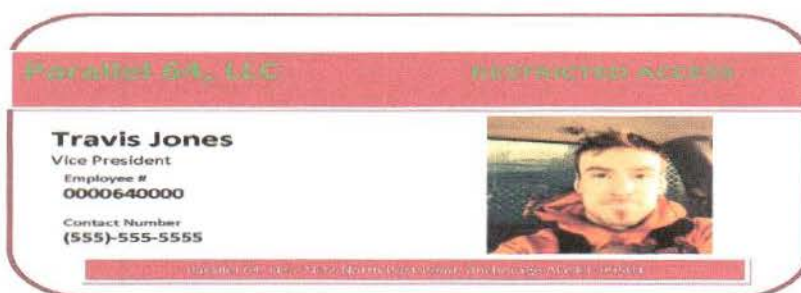
Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

All visitors identification cards shall be photo copied and retained with each daily visitor sign in sheet. All visitor documentation shall be logged and stored with in Parallel 64's digital files, hard copies shall be retained on-site for a duration of no less than one year. All visitor documentation stored by Parallel 64 shall be available to the director of the MCB, an agent or employee of the board, or a member of law enforcement at any time.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

Parallel 64 shall install dusk to dawn lighting to facilitate around the clock video surveillance. Lighting shall be installed to illuminate all exterior points of entry to a distance of no less than 40 linear feet from the facility.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

Parallel 64 shall employ ATS Alaska to provide the parts, programming and testing necessary to add a security intrusion detection system with an auto dialer to the purposed licensed premises. This will include a control panel with dialer, alarm keypad, 8 wall mount motion detectors, door contacts on the four exterior man-doors, and overhead door contacts on the garage door. ATS will provide Rapid Response Monitoring of the security system for the purposed licensed premises in Anchorage. The service will provide Rapid response monitoring for the security alarm system at this facility through the UL Listed monitoring company, Rapid Response. In the event an alarm condition is activated, a Rapid Response operator shall be contacted by your security alarm system dialer.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

Between the hours of 7:00 pm and 7:00 am Parallel 64's alarm system shall be armed and monitored by ATS's Rapid Response. The purposed licensed premises has no windows. All exterior points of entry shall have door contacts as well as motion sensors activated when the facility is closed for business.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures for preventing diversion of marijuana or marijuana product:

All marijuana cultivated by Parallel 64 shall be traceable through the MITS system employed by the MCB. Contentious video monitoring of all areas of the purposed licensed premises shall ensure that any diversion of marijuana is recorded. Parallel 64 personnel shall be in possession of marijuana handler permits at all times. Parallel 64 assumes all responsibility securing the marijuana or marijuana product during shipment, for recording the transfer in the marijuana inventory tracking system and for preparing the transport manifest. When any marijuana or marijuana product is transported from the purposed licensed premises, Parallel 64 shall utilize the marijuana tracking system to record the type, amount and weight of marijuana or marijuana product being transported, the name of the transporter, time of departure and expected delivery, and the make, model and license plate of the transporting vehicle. A printed, signed transport manifest, on a form prescribed by the MCB shall accompany the marijuana or marijuana product being transported at all times. During transport, any marijuana or marijuana product shall be in a sealed tamper evident packing and in a locked tamper evident pelican case in the vehicle transporting the marijuana or marijuana product. The sealed packages shall not be opened during transport for any reason. Any vehicle; while transporting marijuana or marijuana products shall travel directly from Parallel 64's licensed establishment to the receiving licensed 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.

Describe your policies and procedures for preventing loitering:

Parallel 64 personnel shall contact the Anchorage Police Department (APD) at (907) 786-8500, if at any time, any person's contacted by Parallel 64 personnel on the licensed premises have no intended purpose (loitering); or refuse to vacate the licensed premises immediately (trespassing). Parallel 64 shall install No Trespassing or Loitering sign-age at various locations on the purposed licensed premises lot lines.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

Additional motion sensors shall be installed through out the purposed licensed premises at various locations.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

In the event of a security breach within the licensed premises between the hours of 7:00 pm and 7:00 am, Parallel 64's security and alarm system monitoring service shall make initial contact with the Anchorage Police Department at (907) 786-8500. After APD has been contacted, the contracted monitoring service shall contact one of three Parallel 64 licensee's who shall arrive on site as soon as possible. The contacted member of Parallel 64 shall assist law enforcement in determining the severity of the unauthorized breach of security. All video surveillance data shall be reviewed and turned over to APD.

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:

Yes No

Each restricted access area and each entrance to a restricted access area

☒ ☐

Both the interior and exterior of each entrance to the facility

☒ ☐

Each point of sale area

☒ ☐

Each video surveillance recording:

Yes No

Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing

☒ ☐

Clearly and accurately displays the time and date

☒ ☐

Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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:

Video cameras shall be mounted on the outside of the purposed licensed premises at each point of entry, these cameras shall produce a clear view adequate to identify any individual within 20 feet of each exterior entrance, additionally each exterior entrance shall have a camera permanently fixed inside the building facing the entrance. All areas within the purposed licensed premises where marijuana is grown, cured, stored or disposed of shall have a video camera installed facing the primary point of entry.

Describe the locked and secure area where video surveillance recording equipment and 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 board:

Parallel 64 shall house all video surveillance recording equipment in a custom fabricated 1/4" steel security cabinet located inside Parallel 64's restricted access operations office. All steel fabrication shall be completed by an ASME and AWS certified welder. Cabinet shall be anchored to the concrete floor using embedded steel anchors. The restricted access office area shall only be accessible to authorized Parallel 64 personnel, law enforcement or an agent of the board. At no times shall any visitors to the facility be granted access to the office area.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☒ ☐

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

☒ ☐

Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

☒ ☐

Video surveillance records are stored off-site

☐ ☒



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (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. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

☒ ☐

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

☒ ☐

The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises

☒ ☐

Records related to advertising and marketing

☒ ☐

A current diagram of the licensed premises including each restricted access area

☒ ☐

A log recording the name, and date and time of entry of each visitor permitted into a restricted access area

☒ ☐

All records normally retained for tax purposes

☒ ☐

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

☒ ☐

Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintained all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

Parallel 64 personnel shall exercise due diligence when preserving and maintain all required records. All business records and data stored by Parallel 64 shall be secured with in the restricted accesses office area. All digitally maintained records shall be housed on a secured Parallel 64 server within a steel security/fireproof locker. All hard copy files shall be stored with in lockable filing cabinets. At no time shall any person who is not a member of Parallel 64 personnel be granted access to any data pertaining to Parallel 64's business records. Parallel 64 shall maintain, in a format readily understood by a reasonably prudent businessperson, the following information: All books/records necessary to fully account for each business transactions conducted under its license for the current year and the three preceding calendar years; records for the last six months must be maintained on the licensed premises while older records may be archived on or off premises; a current employee list with full names and marijuana handler permit number of each license, employee, and agent who works at the marijuana establishment; business contact information for vendors that maintain videos surveillance systems and security alarm systems for the licensed premises; records related to advertising and marketing; a current diagram of the licensed premises including each restricted access area; a log recording the name, and date and time of entry of each visitor permitted in a restricted access area; all records normally retained for tax purposes; 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; and transport records for marijuana and marijuana product as required per 3 AAC 306.755. Parallel 64 shall provide any records required to be kept on the licensed premises to an employee of the MCB upon request. Records kept off premises will be provided to the MCB employees no latter than three business days after a request for the record.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements 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 propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer "Yes" to all items below.

Marijuana Tracking and Weighing:

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

☒☐

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

☒☐

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:

Per 3 AAC 306.435 all marijuana propagated, grown, or cultivated by Parallel 64 on the purposed licensed premises shall be identified and tracked from the time of propagation through transfer to another licensed marijuana establishment or destruction. Parallel 64 shall assign a tracking number to each plant over 8 inches tall. When harvested, bud and flower, clones or cuttings, or leaves and trim may be combined in harvest batches of distinct strains, not exceeding five pounds; each harvest batch shall receive an inventory tracking number. Clones or cuttings must be limited to 50 or fewer plants and identified by a batch tracking number. Parallel 64 shall record each sale and transport of each batch in its marijuana inventory tracking system, and shall generate a valid transport manifest to accompany each transported batch. Parallel 64 shall record in its marijuana inventory tracking system all marijuana used to provide a sample authorized under 3 AAC 306.460 for the purpose of negotiating sales, including the amount of each sample; the retail store of marijuana manufacturing facility that received the samples; and the disposal of any expired or outdated promotional sample returned to Parallel 64's licensed premises. Per 3 AAC 306.730 a "Seed to Sale" marijuana inventory tracking system, congruent with the MCB established marijuana inventory tracking system shall be employed by Parallel 64. All marijuana and marijuana products processed and sold in the state of Alaska by Parallel 64 will be identifiable 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 product, to a completed sale of marijuana or marijuana product and/or disposal of the harvest batch of marijuana or production lot of marijuana product. Parallel 64 shall utilize a BioTrackTHC marijuana inventory tracking system that is API compatible with the Metric Marijuana Inventory tracking System.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, 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, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer "Yes" to all items below.

Marijuana Handler Permit:	Yes	No
Each licensee, 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Describe how your establishment will meet the requirements for employee qualifications and training:

All Parallel 64 personnel shall obtain a marijuana handler permit from the MCB before being licensed or employed by Parallel 64. Marijuana handler permits shall be obtained through a MCB approved marijuana handler permit education course and renewed every three years. All Parallel 64 personnel shall have a marijuana handler permit card on their person at all times while on the purposed licensed premises. Parallel 64 shall maintain within it's business records a copy of each employee's marijuana handler permit.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to the statement below.

Marijuana Waste Disposal:

Yes No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

☒☐

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

Parallel 64 shall store all marijuana waste in secured waste management storage containers. All marijuana waste shall be ground and mixed at a 1:1 ratio with MCB approved waste materials. All solid marijuana waste shall be disposed of by Solid Waste Services. Parallel 64 shall install a 500 gal. waste water holding tank that shall be pumped by a local fluid transfer company. All waste water removed from Parallel 64's purposed licensed premises shall be delivered to Anchorage Water and Wastewater Utility.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

Parallel 64 shall utilize any combination MCB approved materials as follows: food waste, yard waste, vegetable based grease or oil, or other wastes approved by the MCB when the mixed material can be used as compost feedstock or in another organic waste method, or paper waste, cardboard waste, plastic waste, oil, or other wastes approved by the MCB when the mixed material may be delivered to a permitted solid waste facility, incinerator, or other facility with approval of any applicable local government entity.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

Parallel 64 considers the following as marijuana waste: marijuana plant waste, including roots, stalks, leaves, and stems that have not been processed with solvent; solid marijuana sample plant waste in the possession of a marijuana testing facility; and other waste as determined by the MCB. All marijuana plant waste generated by Parallel 64 on the purposed licensed premises shall be run through a commercial grade grinding machine and then be mixed at a 1:1 ratio with approved materials.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to all items below.

Marijuana Transportation:

Yes

No

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

☒☐

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

☒☐

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

☒☐

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

☒☐

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

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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

☒☐

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

☒☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

Parallel 64 shall choose to either package marijuana in one ounce or less packages for resale without the need for additional handling by the retail marijuana store or in wholesale packages not to exceed five pounds for re-packaging by the licensed retail marijuana store. Marijuana sold to licensed marijuana product manufacturing facilities shall be in wholesale packages not exceeding five pounds. Five-pound wholesale packages will contain either a single strain or a mixture of strains as identified on the label. Parallel 64 packaging shall be discreetly labeled; shall not include any printed images; or cartoon characters that specifically target individuals under the age of 21. All packaging shall insure marijuana is protected from foreign contamination and shall not leave any toxic or damaging substances on the marijuana. Parallel 64 shall ensure each package of marijuana is prepared and can be identified by a specific tracking label generated for tracking purposes by Parallel 64's marijuana inventory tracking system. Marijuana prepared for transport or transfer by Parallel 64 personnel to another licensed marijuana establishment shall be packaged in sealed, tamper-evident shipping containers (Pelican 1780T) with fixed labels in accordance with 3 AAC 306.475. Transport manifests listing each prepared package of marijuana shall be generated from Parallel 64's marijuana inventory tracking system and shall remain with manifested packages for the duration of transport or transfer.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

Parallel 64 shall utilize a Pelican 1780T hard shell transport case for the transportation of its marijuana or marijuana products. The 1780T is watertight, crushproof and dust proof. It has a lid with an O-ring seal with a automatic pressure equalization valve. The cases body is made of polypropylene. The cases lid has a two stainless steel reinforced locations for insertion of locks. Two locks will be affixed to the case during transport.



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Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

Parallel 64 shall not utilize any sign-age with the business name at the purposed licensed premises.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:	Agree	Disagree
Is false or misleading	<input type="checkbox"/>	<input type="checkbox"/>
Promotes excessive consumption	<input type="checkbox"/>	<input type="checkbox"/>
Represents that the use of marijuana has curative or therapeutic effects	<input type="checkbox"/>	<input type="checkbox"/>
Depicts a person under the age of 21 consuming marijuana	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand 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

☐ ☐

On or in a public transit vehicle or public transit shelter

☐ ☐

On or in a publicly owned or operated property

☐ ☐

Within 1000 feet of a substance abuse or treatment facility

☐ ☐

On a campus for post-secondary education

☐ ☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

☐ ☐

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

☐ ☐

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

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 8 – Control Plan for Persons Under the Age of 21

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:

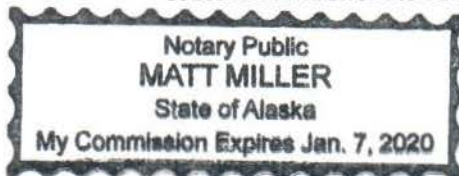
Parallel 64 shall install and maintain sign-age at its main entrance stating "Notice, No Persons Under 21 Allowed". All visitors to the purposed licensed premises shall be required to provide valid state Identification cards proving they are over the age of 21. At no time shall any persons under the age of 21 be knowingly admitted to the purposed licensed premises by Parallel 64 personnel.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

Travis Jones
Printed name

Subscribed and sworn to before me this 30 day of MARCH, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 1-7-20



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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

APR 6 '16 AM 9:81



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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:	Parallel 64 llc	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	PARALLEL 64 LLC				
Physical Address:	2132 North Post Road				
City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-02: Premises Diagram
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
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What is this form?

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License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	PARALLEL 64 LLC				
Physical Address:	2132 North Post Road				
City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-04- Marijuana Cultivation Facility.
-----------------	---

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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APR 6 '16 9:31



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

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

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

This form must be submitted to AMCO's main office before any marijuana cultivation facility 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:	Parallel 64, LLC	License Number:	10174		
License Type:	Standard Marijuana Cultivation facility				
Doing Business As:	Parallel 64				
Premises Address:	2132 North Post Road				
City:	Anchorage	State:	ALASKA	ZIP:	99504

APR 6 '16 9:31



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

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Section 2 – Prohibitions

Applicants should review 3 AAC 306.405 – 3 AAC 306.410 and be able to answer “Agree” to all items below.

The marijuana cultivation facility will not:

Agree Disagree

Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation

☒☐

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licensee premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☒☐

Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana

☒☐

Section 3 – Cultivation Plan

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

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

The proposed licensed premises is located on I-2 land is a steel building on a concrete slab and is approximately 7500 square feet (sf.) (94' x 80'). Parallel 64 intends to pursuant to all applicable building and fire codes, make the following modifications to the existing premises: two 500 sf. (20' x 25') 100% climate/odor controlled restricted access areas intended for all flowering procedures, a 500 sf. (20' x 25') 100% climate/odor controlled restricted access area intended for all vegetative procedures, a 105 sf. (10' x 10'6") lobby area for all visitors to the proposed licensed premises and a 160 sf. (10' x 16') restricted access office area. A 440 sf. (20' x 22') restricted access area shall be constructed that shall house all processing/trimming and drying procedures. A secured storage area shall be constructed. Parallel 64 intends to build out additional cultivation areas as the business gets off the ground. Prior to any changes to the proposed floor plan, Parallel 64 shall notify and seek the approval of the MCB with a proposed updated facility plan.



Alaska Marijuana Control Board

**Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility**

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

Parallel 64 intends to notify the MCB prior to the use of any new growing mediums. Parallel 64 shall employ the following mediums to cultivate marijuana: Gordan Stone Wool Products, GS-1 Hydro Stones, Expanded Clay Pebbles, Compressed Coco Fiber, and Promix.

Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:

Parallel 64 shall utilize the following fertilizer tribes from Advanced Nutrients: Base Nutrients, Bud Aid, Bigger Buds, Bud Taste and Terpene Enhance, Bud Potency and Stalk Strengthener, Root mass Expanders. Clonex Rooting Hormones shall be utilized for all cloning procedures. Hydrogen peroxide shall be utilized to sterilize all cloning and propagation equipment. Ed Rosenthal's Zero Tolerance Organic Herbal Pesticide & Herbicide shall be utilized for pest management. Co2 shall be delivered to each cultivation room via and Active Air Co2 System and Autopilot Co2 Generators. Parallel 64 intends to notify the MCB prior to any implementation of new fertilizers and or chemicals used during the cultivation process.

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

Parallel 64 shall install a 500 gallon fresh holding tank and a 500 gallon waste water tank. All marijuana cultivation procedures shall take place using hydroponic growing techniques. A combination of waste to drain, ebb and flow, deep water culture and aero-ponics shall be utilized. Freshly filtered reverse osmosis deionized water be supplied to the growing areas via plastic water piping installed by Parallel 64. All waste water shall be stored in the waste tank until it is removed and transfered to Anchorage Water and Wastewater Utilities.



Alaska Marijuana Control Board

Operating Plan Supplemental

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Describe the marijuana cultivation facility's waste disposal arrangements:

Parallel 64 has waste disposal arrangements set up with Solid Waste Services (Point Of Contact - Birgetta Kytte - 907-343-6251) to remove all marijuana waste generated during the cultivation process. All liquid waste water shall be stored on site and removed by a local liquid waste contractor and transferred to Anchorage Water And Wastewater Utility (Point Of Contact - Pete Jeskey - 751-2253).

Section 4 – Odor Control

Review the requirements under 3 AAC 306.430, and identify how the proposed premises will meet the listed requirement.

Describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

Robust odor control procedures shall be implemented by Parallel 64 to guarantee air emitted from the licensed premises is free of any odors related to marijuana cultivation. Parallel 64 shall utilize the following methods of odor control: Activated Carbon Filtration, Negative Ion Generation and Ozone Generators. All exhaust air shall pass through a chamber housing an Ozone generator prior to exiting the facility. Scrubbed exhaust air shall be subject to random testing using an olfactometer.



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

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Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer "Agree" to the item below.

I understand and agree that:

Agree Disagree

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

☒ ☐

Describe the testing procedure and protocols the marijuana cultivation facility will follow:

Parallel 64 shall implement in-house testing to ensure any marijuana cultivated is free of contamination or pests prior to off site testing. A sample of each harvest batch of marijuana produced on the licensed premises to a licensed marijuana testing facility. At no time will Parallel 64 sell or transport any marijuana until all required testing has been completed. All Parallel 64 personnel shall adhere to the following procedures explicitly: A designated member of Parallel 64 staff shall collect a random, homogeneous sample for testing by segregating harvested marijuana in to batches of individual strains of bud and flower, then selecting a random sample from each batch in an amount required by the marijuana testing facility; a statement will be prepared and signed, showing that each sample has been randomly selected for testing; and provided to the marijuana testing facility; maintain a copy of signed statement as a business record under 3 AAC 306.755; transport the sample to the marijuana testing facility's licensed premises in compliance with 3 AAC 306.750. A batch; in its entirety from which the testing sample was selected will be segregated and kept in a secure, cool, and dry location to prevent contaminations or loss of efficacy. At no time shall Parallel 64 take part in selling or transporting any marijuana from the segregated batch until the results from the required laboratory testing are provided in written form to Parallel 64 personnel by the licensed marijuana testing facility. All testing results from a licensed marijuana testing facility will be maintained as part of Parallel 64's business books and records.



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

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Section 6 – Security

Review the requirements under 3 AAC 306.430 and 3 AAC 306.470 – 3 AAC 306.475, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the two items below.

The marijuana cultivation facility applicant has:

Agree Disagree

Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470

☒ ☐

Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

☒ ☐

Restricted Access Area (3 AAC 306.430):

Yes No

Will the marijuana cultivation facility include outdoor production?

☐ ☒

If “Yes”, describe the outdoor structure(s) or the expanse of open or clear ground fully enclosed by a physical barrier:



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Operating Plan Supplemental
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Phone: 907.269.0350

Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

The purposed licensed premises is fenced on three sides and has no windows. All cultivation procedures shall take place behind the closed doors of the facility. At no time shall any member of the public be able to have a direct line of sight into the operational cultivation facility. All exterior doors shall remain closed at all time. Additionally the north side of the property that is adjacent to North Post Road is blocked from view by shipping containers used as storage by the facility's owner.

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

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

TRAVIS JONES
Printed name

Subscribed and sworn to before me this 30 day of March, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 1-7-20



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

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

(Additional Space as Needed):

APR 6 '16 4:31



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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:	Parallel 64 llc	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	PARALLEL 64 LLC				
Physical Address:	2132 North Post Road				
City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	<p>Form MJ-07 - Public Notice Posting Affidavit</p>
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Received Date:		Payment Submitted Y/N:		Transaction #:	
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APR 5 '15 4:53:31



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 new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) 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 submitted to AMCO's main office 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.

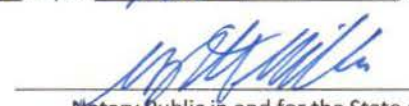
Licensee:	Parallel 64, LLC	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Parallel 64, LLC				
Premises Address:	2132 North Post Road				
City:	Anchorage	State:	ALASKA	ZIP:	99504

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: 3/7/2016End Date: 3/17/2016Other conspicuous location: United States Post Office Post Office at 800 Ingra St, Anchorage AK 99501-9998

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee Subscribed and sworn to before me this 30 day of March, 2016.
Notary Public in and for the State of Alaska.My commission expires: 1-7-20



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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.

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Section 1 – Establishment Information

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

Licensee:	Parallel 64 llc	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	PARALLEL 64 LLC				
Physical Address:	2132 North Post Road				
City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-08-Local government Notice Affidavit
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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APR 6 '16 4:31



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

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

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 new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office 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:	Parallel 64, LLC	License Number:	10174
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Parallel 64, LLC		
Premises Address:	2132 North Post Road		
City:	Anchorage	State:	ALASKA
		ZIP:	99504

Section 2 – Certification

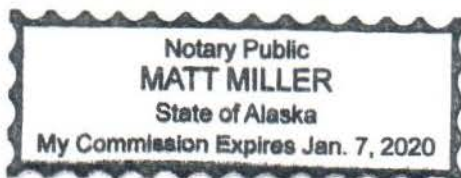
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: Municipal Clerk's Office Date Submitted: 3/14/2016
Community Council: Government Hill Community Council Date Submitted: 3/14/2016
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Subscribed and sworn to before me this 30 day of March, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 1-7-16

APR 6 '16 AM 9:31



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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:	Parallel 64 llc	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	PARALLEL 64 LLC				
Physical Address:	2132 North Post Road				
City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	<p>Form MJ-09-Statement of Financial Interest</p> <ul style="list-style-type: none">• Anwar Amar-Rogers• Travis Jones• Josh Smith
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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APR 5 '16 AM 9:31



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)) and affiliate (as defined in 3 AAC 306.990(a)(1)) 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 or affiliate 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:	Parallel 64, LLC	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Parallel 64, LLC				
Premises Address:	2132 North Post Road				
City:	Anchorage	State:	ALASKA	ZIP:	99504

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Anwar Amar-Rogers
Title:	President
SSN:	[REDACTED]



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

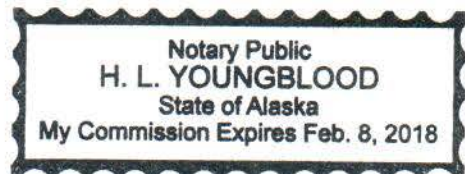
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee/affiliate

Subscribed and sworn to before me this 5th day of April, 2016.


Notary Public in and for the State of Alaska.

My commission expires: 2/8/18





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) 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 or affiliate 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:	Parallel 64, LLC	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Parallel 64, LLC				
Premises Address:	2132 North Post Road				
City:	Anchorage	State:	ALASKA	ZIP:	99504

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Travis Jones
Title:	Vice President
SSN:	[REDACTED]

APR 6 '16 AM 9:32



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

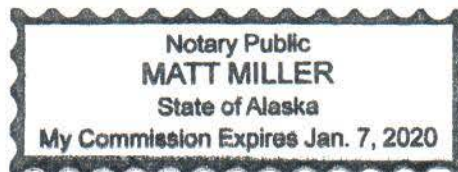
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

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

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee/affiliate

Subscribed and sworn to before me this 30 day of March, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 1-7-20



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)) and affiliate (as defined in 3 AAC 306.990(a)(1)) 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 or affiliate 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:	Parallel 64, LLC	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Parallel 64, LLC				
Premises Address:	2132 North Post Road				
City:	Anchorage	State:	ALASKA	ZIP:	99504

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Josh Smith
Title:	Operations Manager
SSN:	[REDACTED]



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.

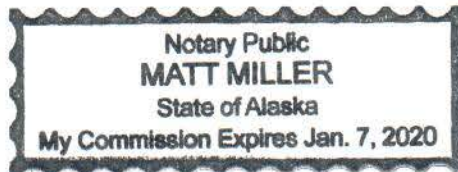
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

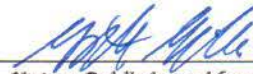
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee/affiliate

Subscribed and sworn to before me this 30 day of March, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 1-7-20



Public Notice

Application for Marijuana Establishment License

License Number: 10174

License Status: Under Review

License Type: Standard Marijuana Cultivation Facility

Doing Business As: PARALLEL 64 LLC

Business License Number: 1028839

Email Address: Travis.Jones@parallel64.com

Latitude, Longitude: 61.227000, -149.840000

Physical Address: 2132 North Post Road
Anchorage, AK 99504
UNITED STATES

Owner #1

Licensee Type: Entity

Alaska Entity Number: 10033643

Alaska Entity Name: Parallel 64 llc

Phone Number: 907-342-5334

Email Address: travis.jones@parallel64.com

Mailing Address: 205 E. Dimond Blvd. #464
Anchorage, AK 99515
UNITED STATES

Affiliate #1

Licensee Type: Individual

Name: Travis Jones

Date of Birth: [REDACTED]

Phone Number: 907-342-5334

Email Address: travis.jones@parallel64.com

Mailing Address: 30828 Sagwon Ave.
Eagle River, AK 99577
UNITED STATES

Affiliate #2

Licensee Type: Individual

Name: Anwar Amar-Rogers

Date of Birth: [REDACTED]

Phone Number: 907-229-0088

Email Address: anwar.amar@parallel64.com

Mailing Address: 205 E. Dimond Blvd. # 438
Anchorage, AK 99515
UNITED STATES

Interested persons should submit written comment or objection to their local government, the applicant, and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 or to marijuana.licensing@alaska.gov not later than 30 days after this notice of application.

POSTING DATE _____

Alcohol & Marijuana Control Office

Initiating License Application

3/4/2016 5:05:43 PM

License Number: 10174**License Status:** New**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** PARALLEL 64 LLC**Business License Number:** 1028839**Designated Owner:** Travis Jones**Email Address:** Travis.Jones@parallel64.com**Latitude, Longitude:** 61.227000, -149.840000**Physical Address:** 2132 North Post Road
Anchorage, AK 99504
UNITED STATES**Owner #1****Owner Type:** Entity**Alaska Entity Number:** 10033643**Alaska Entity Name:** Parallel 64 llc**Phone Number:** 9073425334**Email Address:** travis.jones@parallel64.com**Mailing Address:** 205 E. Dimond Blvd. #464
Anchorage, AK 99515
UNITED STATES**Affiliate #1****Owner Type:** Individual**Name:** Travis Jones**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9073425334**Email Address:** travis.jones@parallel64.com**Mailing Address:** 30828 Sagwon Ave.
Eagle River, AK 99577
UNITED STATES**Affiliate #2****Owner Type:** Individual**Name:** Anwar Amar-Rogers**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9072290088**Email Address:** anwar.amar@parallel64.com**Mailing Address:** 205 E. Dimond Blvd. # 438
Anchorage , AK 99515
UNITED STATES**Affiliate #3****Owner Type:** Individual**Name:** Joshua Smith**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9074149435**Email Address:** joshsmith@parallel64.com**Mailing Address:** 2521 E. Mtn Village Dr. B764
Wasilla , AK 99645
UNITED STATES



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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.

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Section 1 – Establishment Information

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License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	PARALLEL 64 LLC				
Physical Address:	2132 North Post Road				
City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	<p>Proof of Possession for Proposed Premises</p>
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Received Date:		Payment Submitted Y/N:		Transaction #:	
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APR 6 '16 AM 9:32

COMMERCIAL LEASE

DATED:

LANDLORD: Ronald Alleva
2132 N Post Road
Anchorage, AK 99504
(907) 274-9269

TENANT(S): Parallel 64 LLC
By Travis Jones
Its General Manager

1. Lease of Premises:

In consideration of the covenants and agreements herein contained, Landlord does hereby lease, let and demise unto Tenant for a term of three (3) year the real property described as:

A structure of seven thousand five hundred (7,500) square feet located at 2132 North Post Road; Anchorage, AK 99504, more particularly described as: Range three (3) west, Townsite thirteen (13) N, Section eight (8), Anchorage Recording District, Third Judicial District, State of Alaska.

Together with the completed building and an area of thirty (30) feet by _____ for parking (hereinafter all of the above is refereed to as the "premises").

This lease is contingent on the tenant receiving a license for marijuana cultivation from the State of Alaska.

2. Possession:

Tenant shall be entitled to possession of the premises as of April 1, 2016.

APR 6 '16 AM 9:32

3. Basic Term:

The term of the Lease shall be three (3) years. The Tenant has the right to extend this Lease for an additional two (2) years at a monthly rate of eight thousand dollars (\$8,000) for the fourth (4th) year and eight thousand five hundred dollars (\$8,500) for the fifth (5th) year.

4. Rent and Security Deposit:

Tenant shall pay to Landlord basic monthly rent of seven thousand five hundred dollars (\$7,500). There shall also be a security deposit of seven thousand five hundred dollars (\$7,500) in addition to the first month's rent.

5. Additional Rent:

As additional rent, Tenant shall pay at all times during the term of this Lease, the following amounts:

(a) All charges for heat, light, power, water, sewage and other services and utilities used by Tenant on the premises. Tenant shall make payment directly to the utility or other provider of service.

(b) Cost of insurance; the premium on the fire insurance on the building as of five hundred thousand dollars (\$500,000) and general liability of five hundred thousand dollars (\$500,000) with a total of one million dollars (\$1,000,000) for all injured parties, see section thirteen (13).

(c) Costs of special assessments, for water and sewer assessments.

(d) Any other amounts which Tenant is required to pay by any other provision of this Lease.

6. Payment of Rent:

Basic monthly rent shall be payable on or before the first day of each calendar month during the term hereof, at Landlord's address shown above or such other address designated in writing by Landlord. Tenant shall pay any additional rent payable to Landlord within ten days after receipt of Landlord's statement setting forth the amount of additional rent payable.

7. Utilities:

Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of utilities or services, arising from any cause, condition or event beyond the reasonable control of Landlord, and the same shall not be deemed an eviction of Tenant or relieve Tenant from any obligation hereunder.

8. Use:

Tenant will use and occupy the premises for marijuana production. Tenant will not in any manner deface or injure the building situated on the demised premises or any portion thereof, or permit anything to be done upon the premises

creating a nuisance, or to use or permit the use of the premises for lodging or sleeping purposes, or for any illegal purpose.

9. Repairs and Improvements:

Tenant hereby agrees to maintain and keep the premises during the term of this Lease, at Tenant's own cost and expense, in good order and repair; reasonable wear and tear excepted. At the beginning of this lease, tenant will upgrade electric, insulation, and security, and install a bathroom. Before work, plans must be approved by the landlord. All improvement remains the property of the landlord at the termination of this lease. All improvements must be performed by a licensed contractor.

10. Alteration of Premises:

Tenant agrees that it will make no alterations, additions or improvements to or upon premises without the written consent of Landlord first being obtained. Such consent shall not be unreasonably withheld. Any such alterations, additions and improvements consented to by Landlord shall be made at Tenant's expense. Tenant shall secure all governmental permits required in connection with such work and shall hold Landlord harmless from all liability and liens resulting therefrom. All alterations, additions and improvements, except trade fixtures and appliances and equipment which do not become permanently attached to the building, shall immediately become a part of the realty and the property of Landlord without obligation or pay

therefore, except that Landlord may require removal of all or part thereof by Tenant at the termination of the Lease, at Tenant's expense, and Tenant shall pay for or repair any damages to the premises, including, without limitation, any necessary patching, repainting and repairing caused by such removal. Upon removal of the trade fixtures and appliances and equipment which do not become attached to the building, Tenant shall restore the premises to the same condition that it was in prior to the installation of said items, including, without limitation, any necessary patching, repainting and repairing.

11. Landlord's Right of Entry:

It shall be lawful for Landlord, its agents and representatives, at any reasonable time, upon five days written notice, to enter into or upon the premises for the purpose of examining the condition thereof, or any other lawful purpose.

12. Liens:

Tenant will not permit any mechanics', laborers' or materialmens' liens to stand against the leased premises or improvements for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant, or to Tenant's agents, contractors, or sub-lessees, in connection with work of any character performed or claimed to have been performed on said premises or improvement by or at the direction of sufferance of Tenant; such reasonable security as may be demanded by Landlord

to insure payment of such lien or such claim of lien. Tenant will pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense. Tenant agrees to indemnify, hold harmless and to defend landlord and the leased premises from such liens. Tenant consents to the Landlord's recording of the posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065.

13. Insurance:

Tenant further agrees at all times during the term hereof, to maintain, keep in effect, furnish and deliver to Landlord, liability insurance policies and fire insurance policies with extended coverage endorsement, in form and with an insurer satisfactory to landlord, insuring both Landlord and Tenant. The Landlord is responsible for the fire premium as of 1999. The amount of said fire insurance shall be for the full replacement value of the premises. The amount of said liability insurance shall be not less than \$500,000 for injury to one person, \$1,000,000 for injuries arising out of one accident, and \$500,000 for property damage. All policies shall provide for not less than ten days written notice to Landlord prior to cancellation.

14. Current Condition

Tenant takes the property "where is, as is" with all fault.
There is a minor leak in the roof which the tenant shall repair.

15. Damage by Casualty, Fire & Duty to Repair:

In the event of damage to the building or buildings on the premises by fire or other casualty to the extent of 50 percent or more of the sound value thereof, Tenant may or may not elect to terminate this Lease. Written notice of Tenant's said election shall be given Landlord within 30 days after the occurrence of said damage. If said notice is not so given, Tenant conclusively shall be deemed to have elected not to terminate. If said building or buildings are partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than such extent and tenant does not elect to terminate, as aforesaid, then Tenant shall repair such building or buildings as soon as reasonably possible. For the period of time between the day of such damage and until such repairs have been substantially completed there shall be such abatement of rent as the nature of the injury or damage and its interference with the occupancy of the premises by Tenant shall warrant. However, if the premises are slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by Tenant, then there shall be no abatement of rent.

16. Waiver of Subrogation Rights:

Neither party shall be liable to the other for loss arising out of damage to or destruction of the premises, or any building or improvement of which the premises are a part or with which they are connected, or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage. All such claims for any and all loss, however caused hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Landlord or Tenant or by any of their respective agents, servants, or employees.

17. Accidents to Personal Property:

It is understood that the personal property kept on the premises by Tenant shall be kept at the risk of Tenant and Landlord is not insurer of Tenant's personal property. However, Landlord shall be responsible for any damage to Tenant's property caused by negligence of Landlord. Tenant shall insure within the premises, its fixtures and contents against fire and other casualty, included in standard extended coverage by policies which shall include a waiver by the insurer of all right of subrogation against Landlord or Tenant in connection with any loss or damage thereby insured against. Neither party, nor its agents, employees or guests shall be liable to the other for loss or damage caused by any risk covered by such insurance.

18. Indemnification:

Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Tenant or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the premises and which is due to the negligence of Tenant or its agents. Landlord shall similarly indemnify and defend and hold harmless Tenant to the same degree for any acts, omissions or negligence of Landlord or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Landlord.

19. Eminent Domain:

In case of condemnation or appropriation of all or any substantial part of the premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party hereto on 20 days written notice to the other. In case of termination pursuant to this paragraph, Tenant shall not be liable for any rent after the date of Tenant's removal from the premises.

20. Signs:

18. Indemnification:

Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs, or expenses, including attorney's fees, arising from any act, omission, or negligence of Tenant or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the premises and which is due to the negligence of Tenant or its agents. Landlord shall similarly indemnify and defend and hold harmless Tenant to the same degree for any acts, omissions or negligence of Landlord or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Landlord.

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In case of condemnation or appropriation of all or any substantial part of the premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party hereto on 20 days written notice to the other. In case of termination pursuant to this paragraph, Tenant shall not be liable for any rent after the date of Tenant's removal from the premises.

20. Signs:

All signs or symbols placed in the windows or doors of the premises or upon any exterior part of the building by Tenant shall be subject to the prior written approval of Landlord which shall not be unreasonably withheld. It is agreed by the parties hereto that Tenant shall be entitled to a reasonable number of signs adequate to identify its business from the nearest public highway. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Tenant will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Tenant, then Landlord may have same removed at Tenant's expense.

21. Delivering up the Premises on Termination:

At the expiration of the term of this Lease or upon any sooner termination hereof, Tenant shall quit and deliver up the premises and all future erections and additions to or upon the same, broom clean, to Landlord or those having Landlord's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof and insured casualty excepted, as the same are now in or hereafter may be put in by Landlord.

22. Removal of Property:

In the event of any entry in or taking possession of the premises by Landlord pursuant to the terms of this Lease,

Landlord shall have the right, but not the obligation, to remove from the premises all personal property located therein and may store the same in any place selected by Landlord, including, but not limited to, a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, upon reasonable notice to Tenant, the proceeds of such sale to be applied first to the costs of such sale, second to the payment of charges for storage, if any, and third, to the payment of any other sums of money which may then be due from Tenant to landlord under any of the terms hereof, the balance, if any, to be paid Tenant.

23. Default:

If Tenant at any time during the term of this Lease (and regardless of any pending bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before any administrative tribunal) shall

(a) fail to make payment of any installment of rent or of any other sum herein specified to be paid by Tenant, and Tenant fails to cure such default within ten days after such failure to make payment; or

(b) fails to observe or perform any of Tenant's other covenants, agreements or obligation hereunder, and if within thirty (30) days after landlord shall have given to Tenant written notice specifying such default or defaults, Tenant shall

not have commenced to cure such default and proceed diligently to cure the same; or

(c) file a Petition for an Arrangement under Chapter 11 of the Bankruptcy Act, 11 USC 701 et seq., or a voluntary petition under any other provision of said Bankruptcy Act, or if Tenant finally and without further possibility of appeal or review:

(1) is adjudicated as bankrupt or insolvent; or

(2) has a receiver appointed for all or substantially all of its business or assets on the ground of Tenant's insolvency; or

(3) has itself appointed as debtor-in-possession; or

(4) has a Trustee appointed for it after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States known as the Chandler Act or any future law of the United States having the same general purpose; or

(5) if Tenant shall make an assignment for the benefit of its creditors, then in any such event Landlord shall have the right at its election, then or at any time thereafter, and while such default, defaults or events shall continue, to give Tenant notice of Landlord's intention to terminate this Lease and all Tenant's right hereunder, on a date specified in such notice, which date shall not be less than ten days after the date of giving such notice, and on the date specified in such notice,

the term of this Lease and all rights granted Tenant hereunder shall come to an end as fully as if the Lease then expired by its own terms, and Tenant hereby covenants peaceably and quietly to yield up and surrender to Landlord the premises and all structures, buildings, and improvements located thereon, and to execute and deliver to landlord such instrument or instruments as shall be required by landlord as will properly evidence termination of Tenant's rights hereunder or its interest therein. In the event of termination of this Lease as in this paragraph above provided, Landlord shall have the right to repossess the premises and such structures, buildings, and improvements either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Tenant, including damages for rent not then accrued, provided that Landlord and Tenant agree that Landlord's damages shall not exceed (a) the sum of basic monthly rental reserved hereunder from the date Tenant vacates the premises until the date as a new tenant has been or, with the exercise of reasonable diligence on the part of Landlord, could have been, secured; (b) reasonable advertising and brokerage commission expenses associated with securing a new tenant and reasonable expenses for maintaining the premises while vacant; and (c) the

APR 6 '15 4:32

difference (at net present value) between the basic monthly rental of this Lease and the new lease, if less, and if negotiated in good faith.

24. Assigning and Subletting:

Tenant shall have no right to assign this Lease or sublet the premises, or any part thereof, or any right or privilege appurtenant thereto or suffer any other person to occupy the premise or any portion thereof.

25. Modification:

This Lease shall not be altered, changed or varied in any manner whatsoever, except by a writing signed by Landlord and Tenant or their duly authorized agents.

26. Rights and Remedies:

Except insofar as this is inconsistent with or contrary to any provision of this Lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right to remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

27. Waiver and Forbearance:

Except to the extent that Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder

shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by Landlord to seek a remedy for any breach of Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach. With respect to the matters covered in this paragraph, Tenant shall have the same rights with respect to Landlord as Landlord has with respect to Tenant.

28. Holding Over:

In the event that Tenant holds over at or after the end of the term, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the holdover period. The terms of such holdover tenancy shall be as specified by this Lease except that the Tenant may terminate the tenancy at any time provided thirty days prior notice is given Landlord.

29. Quiet Enjoyment:

Landlord warrants that Tenant shall be able to quietly enjoy the beneficial use of the premises during the entire basic Lease term and any renewal thereof and Landlord shall defend Tenant's right to do the same.

30. Marginal Titles and Headings:

The marginal titles, subtitles, headings and subheadings of the paragraphs and subparagraphs herein are intended to be for reference and for the sake of convenience only and should not be construed to narrow or broaden the scope of or modify, amend or

affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

31. Entire Agreement:

This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, oral or written, between the parties not included herein.

32. Applicable Law:

This Lease and the respective rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Alaska.

33. Severability:

The invalidity or unenforceability of any particular provision of this Lease shall not affect the remaining and hereof, and, in any such event, this Lease shall be construed and interpreted in all respects as if such invalid or unenforceable provisions were omitted.

34. Gender and Plurality:

Unless the context of this Lease clearly requires a different interpretation or construction, all references to the masculine, feminine or neuter genders shall be construed to refer to all such genders; and all references to the singular shall also include the plural, and vice versa.

35. Counterparts:

This Lease may be executed in counterparts so long as each of the parties to this Lease executes at least one counterpart. All such counterparts shall collectively constitute one and the same original instrument.

36. Action or Suit:

If either party institutes any suit or action to collect the amounts due hereunder or to enforce any covenant or agreement hereof, or to obtain any of the remedies herein provided, the prevailing party shall be entitled to recover such sum of money as the court may adjudge reasonable as attorney's fees in such suit or action, including any appeals taken by either party in such suit or action.

37. Notices:

All notices, requests, demands and other communications under this Lease shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the third day after mailing, if mailed to the party to whom notice is to be given, by certified mail, postage prepaid, and properly addressed to the address stated above. Any party may change its address for purposes of this Lease by giving the other party written notice of the new address in the manner set forth above.

38. Parties Affected:

The rights, liabilities and remedies provided for herein shall extend to the successors and assigns of the parties hereto. The words "Landlord" and "Tenant" and their accompanying verbs and pronouns, whenever used in this Lease, shall apply equally to all persons, firms and corporations that may be or become parties hereto.

39. Memorandum:

The parties shall execute a memorandum of this Lease in recordable form that identifies the parties, the premises, the basic term and the renewal term, provided that Tenant will subordinate this Lease to Landlord's construction or permanent financing for the premises.

40. Financing:

Tenant agrees to furnish such documents and information as are reasonably necessary to assist Landlord in securing financing. In order to obtain financing, Landlord may assign this Lease, provided, however, that Landlord shall remain obligated to perform Landlord's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first hereinabove written.

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LANDLORD:

Ron Alleva

TENANT(S):

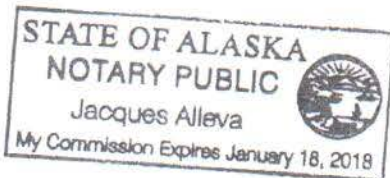
For Parallel, 64 LLC.

STATE OF ALASKA

) ss

THIRD JUDICIAL DISTRICT

The foregoing Commercial Lease was acknowledged before me this 4th day of March, 2016 by Ronald Alleva.



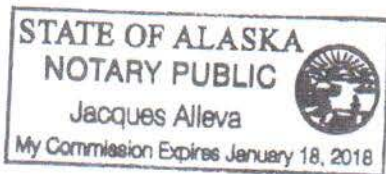
Jacques Alleva
Notary Public in and for Alaska
My Commission Expires: 01/18/2016

STATE OF ALASKA

) ss

THIRD JUDICIAL DISTRICT

The foregoing Commercial Lease was acknowledged before me this 4th day of March, by Travis Jones.




Jacques Alleva
Notary Public in and for Alaska
My Commission Expires: 01-18-2018

APR 6 '16 4:33

Amendment to lease dated 03/04/2016 between Ron Alleva and Travis Jones/Parallel 64.

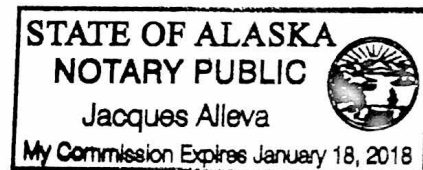
Section 22 shall be changed to read: In the event of any entry or taking possession of the premises by Landlord pursuant to the terms of this Lease, Landlord shall have the right, but not the obligation, to remove from the premises all personal property, with the exception of marijuana and marijuana products, for which Landlord shall contact Alaska Marijuana Control Office Enforcement if any marijuana or marijuana product needs to be removed from the premises, located therein and may store the same in any place selected by landlord, including, but not limited to, a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, upon reasonable notice to Tenant, the proceeds of the sale to first be applied to the cost of such sale, second to the payment for storage, if any, and third, to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, the balance, if any, to be paid Tenant.


Ron Alleva, Landlord

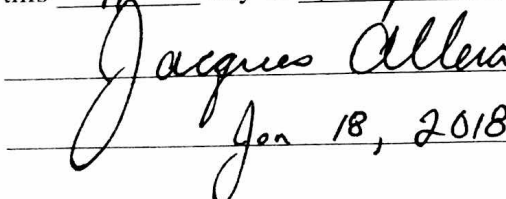
Date: 5-11-16


Travis Jones, Parallel 64 LLC

Date: 5/11/2016



Subscribed and sworn to before me
this 11 day of May, 2016

 NOTARY PUBLIC SIGNATURE
Jan 18, 2018 COMMISSION EXPIRATION



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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:	Parallel 64 llc	License Number:	10174		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	PARALLEL 64 LLC				
Physical Address:	2132 North Post Road				
City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	<p>Publishers Affidavit</p>
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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APR 6 '16 AM 9:31



Anchorage Press
540 E. Fifth Avenue
Anchorage, Alaska 99501
Phone: 561-7737 Fax: 561-7777

**Application for
New Marijuana
Cultivation License**

Parallel 64 llc is applying for a new
Standard Marijuana Cultivation
Facility License 3 AAC 306.400(1),
doing business as

PARALLEL 64 LLC located
at 2132 North Post Road,
Anchorage, AK, 99504,
UNITED STATES.

Interested persons should submit
written comment or objection to
their local government,
the applicant, and to

the Alcohol & Marijuana Control
Office at 550 W 7th Ave, Suite 1600,
Anchorage, AK 99501 or to

marijuana.licensing@alaska.gov
not later than 30 days after this
notice of application.

201602250017

I, Zach Menzel, Sales Representative for the Anchorage Press, verify that the New Marijuana License for Parallel 64, LLC appeared in the March 10, March 17, and March 24, 2016 issues of the Anchorage Press Newspaper.

Zach Menzel

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on
this 25 day of March, 2016

Notary Public Signature
July 26, 2018
Commission Expires

DAVE DIAZ
NOTARY PUBLIC
State of Alaska
My Commission Expires July 26, 2018

APR 6 '16 4H:9:31



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

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City:	Anchorage	State:	AK	Zip Code:	99504
Designated Owner:	Travis Jones				
Email Address:	Travis.Jones@parallel64.com				

Section 2 – Attached Items

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

Attached Items:	Entity Documents
-----------------	------------------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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THE STATE

of **ALASKA**

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

AK Entity #: 10033643
Date Filed: 03/31/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

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Entity Name: Parallel 64 llc
Entity Number: 10033643
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Travis Jones
Physical Address: 30832 SAGWON AVE, EAGLE RIVER, AK 99577
Mailing Address: 30832 SAGWON AVE, EAGLE RIVER, AK 99577

Entity Physical Address: 2132 north post road, anchorage, AK 99504

Entity Mailing Address: 205. E dimond Blvd. #464, anchorage, AK 99518

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
Anwar Amar-Rogers	205. E. Dimond Blvd. #438, Anchorage, AK 99515	89	Member
Travis Jones	30828 sagwon Ave, Anchorage, AK 99515	10	Member
Josh Smith	2521 E. Mtn Village Dr. B764, wasilla, AK 99645	1	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: Travis Jones

APR 6 '16 AM 9:33

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

Parallel 64 llc



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **November 23, 2015**.

A handwritten signature in cursive script, appearing to read "Chris Hladick".

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

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

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1 - Entity Name

Legal Name: Parallel 64 llc

2 - Purpose

Cultivation, Product Manufacturing, and Retail of LEGAL cannabis related products

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Travis Jones

Mailing Address: 30832 sagwon ave, eagle river , AK 99577

Physical Address: 30832 sagwon ave, eagle river , AK 99577

5 - Entity Addresses

Mailing Address: 30828 sagwon ave, eagle river, AK 99577

Physical Address: 30828 sagwon ave, eagle river, AK 99577

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Travis Jones			Organizer

Name of person completing this online application

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: Travis Jones

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

PARALLEL 64 LLC

205 E DIMOND BLVD #464 ANCHORAGE AK 99517

owned by

PARALLEL 64 LLC

is licensed by the department to conduct business for the period

November 29, 2015 through December 31, 2016
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting
31 - Manufacturing



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

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

PARALLEL 64, L.L.C.

**An Alaska Limited Liability Company
(Member-Managed)**

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective 5-18, 20 16, by and among: Anwar Amar-Rogers and Travis Jones, collectively referred to in this agreement as the "Members".

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective NOVEMBER 23rd, 20 15, the Members form a limited liability company under the name PARALLEL 64, L.L.C. (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Alaska (the "Act"). The Members agree to file with the appropriate agency within the State of Alaska charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name PARALLEL 64, L.L.C.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Alaska with the primary purpose of cultivating, retail and wholesale of cannabis.

1.4 *Office.* The Company will maintain its principal business office within the State of Alaska at the following address: 2132 N. POST ROAD ANCHORAGE, AK 99504.

1.5 *Registered Agent.* TRAVIS JONES is the Company's initial registered agent in the State of Alaska, and the registered office is 2132 N. POST ROAD ANCHORAGE, AK 99504.

1.6 *Term.* The term of the Company commences on NOVEMBER 23, 2015 [date] and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior consent of the members with ownership share of 51% or more.

1.9 *Control of company decisions.* All decisions shall be made by vote of the members having majority percentage ownership in the company as set forth in schedule 2 and amended from time to time as agreed by the controlling members.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the

Company's capital without the prior unanimous written consent of the Members and appropriate adjustment of percentages owned as agreed by the members with ownership share of 51% or more.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Distributions shall be distributed using company profits only. The distributions shall be allocated as 90% to capital investors and 10% to other members having ownership in the company without capital investment. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4. INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

SECTION 5. POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the

Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of Ownership Interest of 51% or more of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No more than 20% of net profits shall be allocated to salaries paid to a Member for the performance of his or her duties under this Agreement unless initial capital investment has been paid back to members as distributions as set forth in schedule 2.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government. Funds will be deposited to such account as needed as dictated by schedule 2.

7.5 *Authorization of fund access and control.* All bank accounts shall have all the capital investor members as authorized signatures and all funds shall require a minimum of two authorized signatures in order to be approved for release by the banking institution to which the funds shall be accessed.

SECTION 8. TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 *Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be re-determined unanimously by the Members annually, unless the Members unanimously decide to re-determine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by

the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

8.6 *Loss of ownership due to fraud, felonies and illegal activities.* A member may be expelled by the uninvolved members having majority ownership not accounting for the ownership of the member in question for cause due to fraud or any illegal activity that would jeopardize the operation of Parallel 64, LLC or its permits.

8.6.1 If a member is expelled from the company due to cause, 100% ownership interest of the expelled member may be acquired at a value of 75% of the initial interest by the remaining members as determined in schedule 2.

SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10. GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of the controlling Members having a combined interest of at least 51% percent ownership.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Alaska (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification, replacement or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by members with combined interest of 51% or more ownership.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

SECTION 11. COMMUNICATIONS

11.1 All communications of all affairs related to Parallel 64, LLC, shall be presented to all members prior to any decision making and/or outside communications take place.

11.2 Under no circumstances shall any member bind, obligate or speak on behalf of Parallel 64, LLC without authorized approval from the board of Parallel 64, LLC.

11.3 Any violations on section 11 can result in the expulsion of the members by vote of the board.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Anwar Amar-Rogers
Printed/Typed Name

[Signature]
Signature

X Travis Jones
Printed/Typed Name

X [Signature]
Signature

Printed/Typed Name

Signature

Printed/Typed Name

Signature

Listing of Members – Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR PARALLEL 64, L.L.C.
LISTING OF MEMBERS

As of the 18th day of MAY, 20 16, the following is a list of Members of the Company:

NAME:

ADDRESS:

ANWAR ANAR-ROGERS

205 E. DIMOND BLVD. #438
ANCHORAGE, AK 99515

TRAVIS JONES

30828 Sagwon Ave
Eagle River, AK, 99577

Authorized by Member(s) to provide Member Listing as of this 18th day of MAY, 20 16.

ANWAR ANAR-ROGERS

Printed/Typed Name

Signature

TRAVIS JONES

Printed/Typed Name

Signature

Printed/Typed Name

Signature

Printed/Typed Name

Signature

Listing of Capital Contributions – Schedule 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR PARALLEL 64, L.L.C. CAPITAL CONTRIBUTIONS

S2.01 Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$ 250,000.00. The description and each individual portion of this initial contribution is as follows:

NAME:	CONTRIBUTION:	% OWNERSHIP:
<u>Anwar Amar-Rogers</u>	<u>Up to \$250,000.00</u>	<u>90</u> %
<u>Travis Jones</u>	<u>\$ 0.00</u>	<u>10</u> %

S2.02. *Ownership Contingency.* An ownership interest in section S2.01 for Travis Jones shall be contingent under the following conditions:

Travis Jones will receive an initial ownership interest of 10% and in return for such ownership, he shall provide approved permitting and licenses within the state of Alaska and the city of Anchorage for Parallel 64, LLC in order to conduct legal business in the cultivation, wholesale and retail of cannabis in the state of Alaska. In addition to the successful business and licensing and permitting, he shall meet the requirement below.

1. Invest a minimum of 55 hours per week in the construction of the facilities and equipment used for the main purpose of the business until fully operational. Investment of such hours should begin April 1, 2016.

S2.03 *Time Record Keeping.* There will be record keeping of the time invested by Travis Jones through time cards signed and approved by Anwar Amar-Rogers as proof of meeting the requirements in section S2.02.

S2.04 *Non Performance.* In the event that the requirements in section S2.02 are not met, the ownership percentage shall be distributed to the remaining members according to their current investment.

If lack of performance as stated above,
SIGNED AND AGREED this 18th day of MAY, 20 16.

ANWAR AMAR-ROGERS
Printed/Typed Name


Signature

Travis Jones
Printed/Typed Name


Signature

Printed/Typed Name

Signature

Printed/Typed Name

Signature

Listing of Valuation of Members Interest – Schedule 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR PARALLEL 64, L.L.C.
VALUATION OF MEMBERS INTEREST

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME:

VALUATION

ANWAR AMAR-ROBERS
TRAVIS JONES

\$ 250,000⁰⁰

TRAVIS JONES

\$ ~~0~~

\$ _____

\$ _____

\$ _____

\$_____

\$

\$ _____

\$ _____

\$ _____

SIGNED AND AGREED this 18th day of MAY, 20 16.

ANNAR AMAR-ROBERS

Printed/Typed Name

Signature _____

~~Signature~~

David Jones

Printed/Typed Name

Signature _____

Signature

Printed/Typed Name

Signature

Printed/Typed Name

Signature



State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

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NOTICE OF CHANGE OF OFFICIALS
Domestic Limited Liability Company
AS 10.50.765

☐ **\$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.765, the following will apply to the members and/or managers on record:

ITEM 1: Name of the Entity:

Alaska Entity #:

Parallel 64, LLC	10033643
------------------	----------

ITEM 2: Prior and new information:

Prior member/manager	New (replacement) member/manager	New (replacement) mailing address	X if Member	X if Manager	% of interest held
Joshua Smith			X		1%
	Anwar Amar-Rogers		X		Assumes 1%

Attach an additional sheet if necessary.

ITEM 3: The Statement must be signed by a manager, member, or Attorney-in-Fact.

	Travis Jones	Vice president	5/18/2016
Signature	Printed name	Title	Date

NOTE: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Mail the Notice of Change of Officials and non-refundable \$25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

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CONTACT INFORMATION SHEET

Please return this document with your filing. This information will only be used to resolve questions with the filings attached. **NOTE:** this form will not be filed for record or appear online.

Name of entity as it appears on filing:

Parallel 64, LLC

To resolve questions with this filing, contact:

Name: Travis Jones	
Email: Travis.Jones@Parallel64.com	Phone: 907-342-5334
Mailing address: 30828 Sagwon Ave Eagle River AK, 99577	

Return documents to:

Name: Travis Jones
Company: Parallel 64, LLC
Mailing address: 205 E Diamond Blvd #464 Anchorage AK, 99518

Attach this form to your filings. Send all documents to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

From: Marijuana Licensing (CED sponsored)
To: ["Anwar Amar"](#)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: Parallel 64 License #10174, ATTN: Christina Thibodeau
Date: Thursday, May 12, 2016 8:26:00 AM

Good Morning,

Once we receive the paperwork you submit to the Division of Corporations to remove Joshua Smith from the LLC we will remove him from the marijuana license application.

Thank you,

Christina Thibodeaux

Business Registration Examiner | Dept. of Commerce, Community and Economic Development | Alcohol and Marijuana Control Office

550 W. 7th Ave. Ste. 1600 Anchorage, AK 99501 | 907.754.3588 |



Please consider the environment before printing this e-mail.

Less paper is better for us and our environment.

From: Anwar Amar [mailto:anwar.amar@parallel64.com]
Sent: Wednesday, May 11, 2016 4:33 PM
To: Marijuana Licensing (CED sponsored)
Cc: Travis Jones
Subject: Parallel 64 License #10174, ATTN: Christina Thibodeau

Christina,

I am the majority controlling member of Parallel 64, LLC. This email is to inform the marijuana control board that Joshua Smith, with 1% ownership, is NO LONGER a member of Parallel 64, LLC. Joshua Smith is expelled as a member and had no affiliation whatsoever with Parallel 64, LLC. Please feel free to contact me if you have any questions.

Thank You,

--

Anwar Amar
President

Parallel 64, LLC
Mailing Address:
205 East Dimond Blvd.
Box Number - 464
Anchorage, AK 99515
Phone: 9072290088

This electronic message transmission contains information belonging to Parallel 64, LLC that is solely for the recipient named above and which may be confidential or privileged. PARALLEL 64, LLC EXPRESSLY PRESERVES AND ASSERTS ALL PRIVILEGES AND IMMUNITIES APPLICABLE TO THIS TRANSMISSION. If you are not the intended recipient, be aware that any disclosure, copying,

distribution or use of this communication is STRICTLY PROHIBITED. If you have received this electronic transmission in error, please notify us by telephone at (907) 229-0088. Thank you.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

May 9, 2016

Parallel 64, LLC
DBA: Parallel 64, LLC
Via email: travis.jones@parallel64.com
Re: Standard Marijuana Cultivation Facility License Application #10174

Dear Applicant,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

- MJ-02 Premises Diagram
 - Please clearly outline your proposed licensed premises for the cultivation facility and clearly label your Restricted Access Areas
- Proof of Possession of Proposed Premises
 - Section 22. Removal of Property - needs to be amended to provide an exception for marijuana and marijuana products and that the landlord will notify AMCO Enforcement if it needs to be removed.
- Residency Verification
 - Because we were unable to determine residency from the PFD database for Travis Jones and Joshua Smith, one of the items we are requesting you to complete is the attached Form MJ-18, providing information to determine proof of residency. When we receive this completed form, our enforcement team will contact you to complete the residency investigation. Return of the completed Form MJ-18 within two weeks, if accompanied by completion of all other required items, will keep your application at the top of our worklist.

Please return the incomplete items within two weeks of the date of this letter. Receipt of the items within two weeks will keep your application at the top of our worklist. If we do not receive all of the completed items within two weeks, your application will be moved to the back of the "Under Review" worklist. If we do not receive your completions within 90 days, per 3 AAC 306.025(f), you must file a new application and pay a new fee.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: [Rukes, Jeffrey B \(CED\)](#)
To: [Thibodeaux, Christina N \(CED\)](#)
Subject: RE: Completed MJ-18 for Travis Jones License application #10174 Parallel 64 LLC
Date: Monday, May 23, 2016 1:43:06 PM

Travis Jones residency checks out. He's good to go.



Jeff Rukes
Investigator

Alcohol and Marijuana Control Office
550 W. 7th Ave, Ste 1600, Anchorage, AK 99501
Office (907) 334-0893 Fax (907) 334-2285
Cell (907)382-7392
[*jeff.rukes@alaska.gov*](mailto:jeff.rukes@alaska.gov)

From: Thibodeaux, Christina N (CED)
Sent: Thursday, May 19, 2016 2:01 PM
To: Hoelscher, James C (CED); Rukes, Jeffrey B (CED)
Subject: Completed MJ-18 for Travis Jones License application #10174 Parallel 64 LLC

Jeff and James,

Here is a completed residency form for Travis Jones with Parallel 64 LLC #10174. His last PFD application was March 2015.

Thanks,

Christina Thibodeaux

Business Registration Examiner | Dept. of Commerce, Community and Economic Development | Alcohol and Marijuana Control Office
550 W. 7th Ave. Ste. 1600 Anchorage, AK 99501 | 907.754.3588 |



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Municipality of Anchorage

P.O. Box 196650 • Anchorage, Alaska 99519-6650 • Telephone: (907) 343-4316 • Fax: (907) 249-7533 <http://www.muni.org/assembly/license>

Office of the Municipal Clerk Licensing

May 24, 2016

Marijuana Control Board
c/o Cynthia Franklin, Director
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501

RE: Local Governing Body Action on State Marijuana License
Parallel 64, LLC, #10174

Dear Ms. Franklin:

In accordance with Anchorage Municipal Code 10.80.061A., the Municipal Clerk is protesting the state marijuana establishment license #10174 for a standard marijuana cultivation facility, doing business as Parallel 64, LLC.

This applicant proposes to operate a marijuana establishment within the Municipality of Anchorage but does not possess all approvals needed to operate within the municipality. At this time, the applicant does not have an approved municipal marijuana license or an approved municipal special land use permit for marijuana.

The Municipal Clerk will provide written notification to you when all required approvals, including final Assembly approval, have been obtained and this protest is lifted.

Cordially,

Mandy Honest
Business License Official

Concur,

Amanda K. Moser
Deputy Municipal Clerk

C: Erika McConnell, Special Assistant to the OECD Director
Parallel 64, LLC – via email



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

May 23, 2016

Parallel 64 LLC
DBA Parallel 64 LLC
VIA email: travis.jones@parallel64.com

Re: Application Status for License #10174

Dear Applicant:

I have received your application for a Standard Marijuana license. Our staff has reviewed your application after receiving your application and required fees. Your application documents appear to be in order, and I have determined that your application is complete for purposes of 3 AAC 306.025(d).

Your application is now considered complete and will be sent electronically, in its entirety, to your local government, your community council if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough, and to any non-profit agencies who have requested notification of applications. The local government will have 60 days to protest the issuance of your license or waive protest.

If you have not yet received all necessary approvals, such as a local license, conditional use permit, site plan review, Fire Marshal approval, or Department of Environmental Conservation approval, you should continue to work with those local or state agencies to get the requirements completed. At this time, at the direction of the Marijuana Control Board, I am determining your application to be complete without sending your fingerprint card(s) to the Department of Public Safety (DPS) for independent verification of your lack of a disqualifying criminal history. The fingerprint card(s) will be forwarded on an as yet undetermined date when DPS and the FBI are ready to receive and process it. Your application status in the application database will be changed to "Complete" today.

Your application may be considered by the board while some approvals are still pending. However, your license will not be finally issued and ready to operate until all necessary approvals are received and a preliminary inspection of your premises by AMCO enforcement staff is completed.

Your application will be scheduled for the June 9th board meeting for Marijuana Control Board consideration. Because June 9th, 2016 is less than 60 days from today, the board will not grant or deny your application before July 1st, 2016 unless your local government waives its right to protest per 3 AAC 306.075(a)(1). Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Franklin".

Cynthia Franklin
Director, Marijuana Control Board



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May 23, 2016

Government Hill Community Council
Attn: President or Chair
VIA email: ghccpres@gmail.com
Cc: info@communitycouncils.org

License Number:	10174
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Parallel 64 llc
Doing Business As:	PARALLEL 64 LLC
Physical Address:	2132 North Post Road Anchorage, AK 99504
Designated Licensee:	Travis Jones
Phone Number:	907-342-5334
Email Address:	travis.jones@parallel64.com

☒ New Application ☐ Transfer of Ownership Application ☐ Renewal Application
☐ Onsite Consumption Endorsement

3 AAC 306.025(d)(3) and (4) requires that the Director shall provide written notice to a community council or any nonprofit organization that has requested notification about pending applications for marijuana licenses.

This letter serves to provide written notice to the above referenced entities regarding the above application. **Please contact the local government with jurisdiction over the proposed premises for information regarding review of this application. Comments you may have about the application should first be presented to the local government.** Instructions for objections to marijuana establishment applications are located on our website at <http://www.commerce.alaska.gov/web/amco>.

If you have any questions, please send them to the email address below.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov



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Main: 907.269.0350

May 23, 2016

Municipality of Anchorage

Attn: Mandy Honest

Amanda Moser

Barbara Jones

Erica McConnel

Francis McLaughlin

VIA Email: honestml@muni.org
moserak@muni.org
jonesbar@muni.org
mconnelleb@ci.anchorage.ak.us
mclaughlinfd@muni.org

License Number:	10174
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Parallel 64 llc
Doing Business As:	PARALLEL 64 LLC
Physical Address:	2132 North Post Road Anchorage, AK 99504
Designated Licensee:	Travis Jones
Phone Number:	907-342-5334
Email Address:	travis.jones@parallel64.com

☒ **New Application** ☐ **Transfer of Ownership Application** ☐ **Renewal Application**
☐ **Onsite Consumption Endorsement**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

A local government may protest the approval of an application(s) pursuant to 3 AAC 306.060 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice. If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200.

3 AAC 306.010(c) provides that the board will not issue a license when a local government protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.













At this time, the fingerprints submitted by the applicant cannot be submitted for a criminal history report until a date to be determined by the Department of Public Safety and the Federal Bureau of Investigation based upon the effective date of the act containing enabling statutory language for such criminal history report. On April 27, 2016, the Marijuana Control Board directed me to determine applications complete based solely upon the representations made by the applicant in Form MJ-00.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Franklin', is positioned above the typed name.

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov

Filename	Type	Size	Description
 10174 Entity Documents.pdf	application/pdf	7.3 MB	Entity Documents
 10174 MJ-00 Application Certifications.pdf	application/pdf	1.2 MB	Application Certifications
 10174 MJ-01 Operating Plan.pdf	application/pdf	2.7 MB	Operating Plan
 10174 MJ-02 Premises Diagram.pdf	application/pdf	451.3 KB	Premises Diagram
 10174 MJ-04 Cultivator Supplemental.pdf	application/pdf	1.2 MB	Cultivator Supplemental
 10174 MJ-07 Public Notice Posting Affidavit.pdf	application/pdf	267.0 KB	Public Notice Posting Affidavit
 10174 MJ-08 Local Government Notice Affidavit.pdf	application/pdf	267.8 KB	Local Government Notice Affidavit
 10174 MJ-09 Statement of Financial Interest_Redacted.pdf	application/pdf	2.9 MB	Statement of Financial Interest
 10174 New Public Notice.pdf	application/pdf	93.7 KB	Public Notice after removal of Joshua Smith
 10174 Online Application_Redacted.pdf	application/pdf	97.8 KB	Online Application
 10174 POPPP.pdf	application/pdf	2.1 MB	Proof of Possession of Proposed Premises
 10174 Publisher's Affidavit.pdf	application/pdf	197.9 KB	Publisher's Affidavit
12 files			

From:

Christina Thibodeaux (christina.thibodeaux@alaska.gov) SOA AMCO from 10.3.202.42 on 23 May 2016 07:15:36 PM

To:

Mandy Honest (honestml@muni.org) **Amanda Moser** (moserak@muni.org) **Barbara Jones** (jonesbar@muni.org)
Erica McConnel (mcconnelleb@ci.anchorage.ak.us) **Francis McLaughlin** (mclaughlinfd@muni.org)

Comments:

New Standard Marijuana License Application
 #10174 Parallel 64 LLC

*Please note that Joshua Smith was removed as
 an affiliate after the application was
 submitted.

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["ghccpres@gmail.com"](mailto:ghccpres@gmail.com)
Cc: ["info@communitycouncils.org"](mailto:info@communitycouncils.org)
Subject: Community Council Notification - New Marijuana License Application #10174 Parallel 64 LLC
Date: Monday, May 23, 2016 3:24:00 PM
Attachments: [10174 Community Council Notice.docx](#)
[10174 MJ-02 Premises Diagram.pdf](#)
[10174 Online Application_Redacted.pdf](#)

Hello,

Please see the attached Community Council notification of a new marijuana license application in your area.

*Thank you,
AMCO Staff*

From: Thibodeaux, Christina N (CED)
To: ["honestml@muni.org"](mailto:honestml@muni.org); ["MoserAK@muni.org"](mailto:MoserAK@muni.org); ["jonesbar@muni.org"](mailto:jonesbar@muni.org); ["mcconnelleb@ci.anchorage.ak.us"](mailto:mcconnelleb@ci.anchorage.ak.us); ["McLaughlin, Francis D."](mailto:McLaughlin.Francis.D.)
Subject: Local Government Notification - New Marijuana License Application #10174 Parallel 64 LLC
Date: Monday, May 23, 2016 3:17:00 PM
Attachments: [10174 Local Government Notice.docx](#)

Dear local government officials,

Please find the attached correspondence for a new marijuana establishment license.
Direct all correspondence to amco.localgovernmentonly@alaska.gov.

The application and all supporting documentation will be sent to each of you via the State of Alaska Drop Box called ZendTo.

You will receive an email that looks like this:

This is an automated message sent to you by the Alaska ZendTo service.
Naomi Johnston (naomi.johnston@alaska.gov) has dropped-off 55 files for you.

IF YOU TRUST THE SENDER, and are expecting to receive a file from them, you may choose to retrieve the drop-off by clicking the following link (or copying and pasting it into your web browser):

<https://drop.state.ak.us/drop/pickup.php?claimID=GvUTVMNQMb2yJSvp&claimPasscode=bHA9fU6g89H2uK6f&emailAddr=calderjp%40gmail.com>

You have 4 days to retrieve the drop-off, after that the link above will expire. If you wish to contact the sender, just reply to this email.

Full information about the drop-off:

Claim ID: GvUTVMNQMb2yJSvp
Claim Passcode: bHA9fU6g89H2uK6f
Date of Drop-Off: 2016-04-22 12:17:49-0400

-- Sender --

Name: Naomi Johnston
Organisation: AMCO
Email Address: naomi.johnston@alaska.gov
IP Address: 10.3.202.35 (10.3.202.35)

Click the link that is circled in red in the image above. You should be redirected to a page similar to this:

Please prove you are a person

To confirm that you are a *real* person (and not a computer), please play the quick game below then click "Pickup Files":



Pickup Files

Type the text that is displayed in the image and hit enter. In this example you would type "1200" into the field that says "type the text".

Your Files should appear:

Drop-Off Summary

Click on a filename or icon to download that file.

Filename	Type	Size	Description
 ABCAgenda .pdf	application/pdf	472.3 KB	
 Tab1 .pdf	application/pdf	416.6 KB	
 Tab10 .pdf	application/pdf	259.1 KB	
 Tab11 .pdf	application/pdf	1.9 MB	
 Tab12 .pdf	application/pdf	1.7 MB	
 Tab13 .pdf	application/pdf	10.0 MB	
 Tab14 .pdf	application/pdf	3.5 MB	
 Tab15 .pdf	application/pdf	1.4 MB	
 Tab16 .pdf	application/pdf	513.9 KB	
 Tab17 .pdf	application/pdf	812.2 KB	

Click the blue link for each tab. You can download and save them however you wish.

Christina Thibodeaux

Business Registration Examiner | Dept. of Commerce, Community and Economic Development | Alcohol and Marijuana Control Office

550 W. 7th Ave. Ste. 1600 Anchorage, AK 99501 | 907.754.3588 |



Please consider the environment before printing this e-mail.