



MEMORANDUM

TO: Chair and Members of the Board DATE: June 23, 2016
FROM: Cynthia Franklin RE: 88 Double Happiness LLC
Director, Marijuana Control Board #10074

This is an application for a new standard cultivation facility in the Municipality of Anchorage by 88 Double Happiness, LLC DBA 88 Double Happiness LLC

Date Application Initiated: 03/09/2016
Date Under Review: 04/22/2016
Incomplete Letter Date: 05/10/2016
Date Final Corrections Submitted: 05/20/2016
Determined Complete/Notices Sent: 06/07/2016 due to verification of residency
Local Government Response/Date: Protest-06/07/2016
DEC Response/Date: N/A (MOA)
Fire Marshal Response/Date: N/A (MOA)
Objection(s) Received/Date: None
Staff questions for Board: None

APPLICATION DOCUMENTS- FINAL

Alcohol & Marijuana Control Office

Initiating License Application

3/9/2016 11:08:48 AM

License Number: 10074

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: 88 DOUBLE HAPPINESS LLC

Business License Number: 1030968

Designated Owner: Bernard Souphanavong

Email Address: 198suzhiyuen@gmail.com

Latitude, Longitude: 61.105730, -149.565000

Physical Address: 2905 Tanglewood Drive
Anchorage, AK 99517
UNITED STATES

Owner #1

Owner Type: Entity

Alaska Entity Number: 10035026

Alaska Entity Name: 88 Double Happiness LLC

Phone Number: 907-360-1958

Email Address: 198suzhiyuen@gmail.com

Mailing Address: PO Box 190706
Anchorage, AK 99517
UNITED STATES

Affiliate #1

Owner Type: Individual

Name: Bernard Souphanavong

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-360-1958

Email Address: 198suzhiyuen@gmail.com

Mailing Address: PO Box 190706
Anchorage, AK 99502
UNITED STATES

Affiliate #2

Owner Type: Individual

Name: Brandon Souphanavong

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-947-5212

Email Address: 198suzhiyuen@gmail.com

Mailing Address: 6837 Terry Street
Anchorage, AK 99502
UNITED STATES



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:	88 Double Happiness LLC	License Number:	10074		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	88 Double Happiness LLC				
Premises Address:	2905 Tanglewood Drive				
City:	Anchorage	State:	ALASKA	ZIP:	99517

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Bernard Souphanavong
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☒ ☐

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

Marijuana Concentrate Manufacturing #10076
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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

True

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

True

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

True

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.

True

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.

True

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.

True

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).

True

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

True

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.

True

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.

True

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

True

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.

True



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.

☐

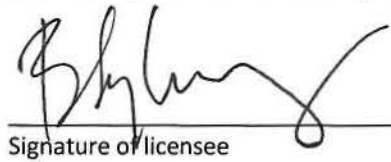
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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 19th day of May, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 4-28-2019

MAY 19 '16 PM 4:40



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

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Licensee:	88 Double Happiness LLC	License Number:	10074		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	88 Double Happiness LLC				
Premises Address:	2905 Tanglewood Drive				
City:	Anchorage	State:	ALASKA	ZIP:	99517

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Brandon Souphanavong
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

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

Marijuana Concentrate Manufacturing #10076



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:

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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.

BA

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

BA

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

BA

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.

BA

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.

BA

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.

BA

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).

BA

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

BA

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.

BA

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.

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

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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.

BA



Alaska Marijuana Control Board

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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.

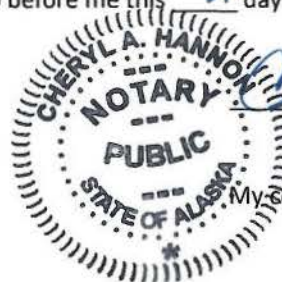
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All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that 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 17 day of May, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 4-28-2019

MAY 19 '16 PM 4:40



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.

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License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	88 Double Happiness LLC				
Premises Address:	2905 Tanglewood Drive				
City:	Anchorage	State:	ALASKA	ZIP:	99517
Mailing Address:	PO Box 190706				
City:	Anchorage	State:	ALASKA	ZIP:	99519
Primary Contact:	Bernard Souphanavong				
Main Phone:	907-276-8808	Cell Phone:	907-360-1958		
Email:	198suzhiyuen@gmail.com				



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 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:

Cultivation facility is in fenced property and locked building. Entry into building requires door pass code plus magnetic badge stripe. All other access to facility must be arranged on-line request via web site.

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

Facility access by authorized on duty inspectors must be initiated on-line which will be followed up by phone confirmation from manager on duty. First level of screening is to deny under 21 of age and non governmental representative. Second level of screening is to match name, agency department and purpose of visit. No one other than working officials will be allowed entry onto property or access into building.

Typical 24 hour notice is desired; otherwise, immediate access as time permits with adequate ID verification.

Upon entry into building, ID verification against on line information for additional screening after which manager On duty will escort individual into desired building areas. All guests will be required to change into hazmat suite, hand wash and sanitary gloves after ID screening and before entering restricted areas.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

All non staff entry requests must be initiated on line thus creating a saved file from request to entry to exit. Individual data and CCTV segments will be saved for at least a year or indefinitely as deemed necessary by AMCB.

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

All staff will be issued ID badge containing the following information:

Photo
Name
DOB
Hire on Date
Job position
Coded magnetic stripe

All staff ID badges are valid for 90 days after which manager must manually update for each additional 90 days access.

All agents will be issued SKU coded writs bands after ID verification which must be returned and destroyed before leaving building. On line data entries remain on file for at least a year or indefinitely as deemed necessary by AMCB.



STAFF #01

88 DOUBLE HAPPINESS, LLC

Name: _____

Valid Date: _____





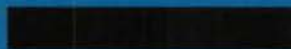
**VISITORS #01
STATE OF
ALASKA**

88 DOUBLE HAPPINESS, LLC

Name: _____

Dept: _____

Valid Date: _____





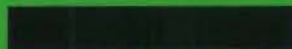
VISITORS #01
Municipality
of Anchorage

88 DOUBLE HAPPINESS, LLC

Name: _____

Dept: _____

Valid Date: _____





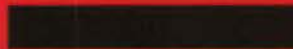
**VISITORS #01
US
GOVERNMENT**

88 DOUBLE HAPPINESS, LLC

Name: _____

Dept: _____

Valid Date: _____





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:

Exterior building LED lights on building perimeter. Additional motion LED lights strategically installed at Cultivation facility and adjacent owner building on property. Please refer to schematic design 1609 for lighting and CCTV-video camera placements.

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

As of this writing, Anchorage security companies such as Guardian Security has declined to service Marijuana related establishments.
We will install advanced digital monitoring system for Access/Burglary/Fire panel controlling up to 50 doors. Master control panel is cloud based networking system enabling owner/manager 24-7 access. Typical burglary siren alarm and fire alarm will follow current standard APD and AFD respond procedures. Secondary system tie in via 911 alert with APD and AFD to be determined.
Owner/manager resides in adjacent detached house for additional security monitoring.

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:

All doors and windows are supported on standard keypad bus using interface door/window modules which transitions to access buses. This system is comparatively more advanced than our current business motion detectors. Tempering of any access controlled passageway will alert master security panel and designated owner manager staff personal smart phones and PDAs.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Starting as a cultivation facility, single plant by pot is assigned UPC tag from seeding to harvest to packaging. All pots of same batch group with UPC are coded until delivery.

Delivered products UPC codes will transition from facility listings to sold/delivered listing.

Flow chart will track products from seedling to packaging to delivery which are reconciled against revenue. Diversion or loss products will be accounted for immediately.

Describe your policies and procedures for preventing loitering:

No loitering is possible with controlled property access. Unauthorized individuals will be asked to vacate property voluntarily or removed by APD and charged for trespassing.

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:

Forced entry thru door window access pad system within cloud based panel technology is methodically unlikely due to more than one door security access...secondary or additional security device will be app based Panic Button on smart phones connected to integrated panel security system. All staff will have Panic Button App installed on their smart phones. Triggering Panic Button will alert Access/Burglary/Fire panel which will alert APD and AFD.



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:

The policy is to enforce unauthorized property presence and forced building entry.

The procedures are:

Alert facility staff to stay in their locked area

Alert APD

Stay communicated via smart phones

Follow manager or first responders directives

Exit safe area when all clear signs are given by duty manager and or first responders.

Document full report of event.

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:

Please refer to addendum of Schematic Design 1609, A1 and A2 for locations of cameras inside and outside of cultivation facility.

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:

Schematic Diagram A2 identifies dedicated IT equipment storage. Key pad access to Owner and manager and governmental agency personnel as directed by protocol with respective agencies. The 2 door access security system to manager office and data storage is a physical deterrent but also included is cloud based interface which will secure information off site even if building vanishes.

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

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:

Please refer to Design Addendum A4 First Floor Surveillance Plan
Please refer to Design Addendum A5 Second Floor Surveillance Plan

All video cameras will be placed no greater than 20 feet from each interior pass through door way and facility entry and fire exit door ways.

All video cameras will be installed at about 7 foot height , exact height varying to actual distance to door way for best facial image quality.

All door ways will have height strip from zero to 8 feet for height identification.

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:

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**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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Records related to advertising and marketing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A current diagram of the licensed premises including each restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A log recording the name, and date and time of entry of each visitor permitted into a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All records normally retained for tax purposes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>



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:

all data from financial to video recordings are maintained automatically, stored and saved to separate hard drives plus cloud based back up storage. All computer related equipment are located in double door access space to prevent physical incursion.

Manager Daily Duties:

Check Access Security for all Doors and Windows

Check Central Alarm Security Panel

Check Security Video Recordings

Check Access and Motion Lights Recordings

Open Main Computer to verify Financial Quick Books Status, Inventory Files, Product Movement Journal and Cultivation Plant Status Journal.

Back up all files to Hard Drives and Cloud Servers.

The above procedures mirror my current procedures for maintaining liquor dispensary information functions.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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:

All products starting from seedlings are assigned UPC or SKU bar codes.
Plant groups to be identified by time and strains.
Hand held scanners record plants time stream from seedling to harvest
After harvest, batch codes will be stored into inventory control
Packaged products will carry initial product group for future identification
Products to be delivered will be tied to dispensaries to cross references against sales to production.
Daily product movement journals are balanced at daily close out summary

This process is identical to liquor sales journal recap. In place of say liquor products, we have cannabis products by harvest dates and strains; in place of say individual sales receipts, we will have sales by dispensary as movement occurs by the day.

Daily sales recap summary could be auto sent to controlling agency as compatible data files.



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

☒☐

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

☒☐

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

☒☐

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

As cultivation facility where our primary workers will be harvesters, they will be taught standard established hygiene practices and to obtain on their own, certified cannabis handler cards.



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:

Grow medium is rockwool requiring interval watering with minimum run off. All water from this process recaptured for future watering. This is a close watering loop cycle. Any excess left over non usable water will be burned off by humidifier or removed to third party licensed water treatment facility.

Nutrient fed water are stored in separate drums for watering plants by hand; excess run off from pots are recovered to be used again.

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

all unusable unsalable cannabis material will be shredded or cut to be mixed in horse manure compost bin(s).



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:

Primary related product waste are:

Water....burned off in humidifier or transported to certified RCRA water treatment facility

Plant....cut to minimal size for compost mixture with horse manure. Compost material for future plant grow medium with rockwool.

Rockwool.....used rockwool will be recycled with new rockwool and compost for future grow medium.

Bleach and vinegar are also common mix mediums to render all plant waste unusable.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

☒ ☐

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:

As a cultivation facility we are limited to plant production which means buds by strains, size, weight and volume.

Regardless how end products are sold to dispensaries such as prepackaged 1 gram, or larger pack sizes, each package will be affixed with UPC code for delivery.

Essentially the order taking system is for dispensary orders to come in by size, strains and quantity. We fill these orders as noted with inventory list or manifest. Shipment schedule and order list will be reconciled daily to match end of day product movement summary.

Our daily product movement ship lists are same as my 30 year operation as micro green, sprout , & tofu producer to all wholesale and retail accounts. Tracking products movement is a required business process.

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

Please refer to Schematic Diagram A1 where a dedicated in facility 'garage' is located.

Unmarked delivery van equipped with individual locked metal storage bins to transport products from facility directly to dispensaries.

Finished packaged products are stored in room with direct access to delivery van where products are loaded into unmarked locked van bins for delivery. All tasks are securely set in facility with zero outside visibility.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

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

I have been a continuous micro green, sprout, soy processor since 1986 in this building. No sign of any kind was ever displayed or posted at this building.

The current micro green, sprout, soy processing is to be relocated by mid May-June 2016 to 15th and old seward hwy.

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

☒ ☐

Promotes excessive consumption

☒ ☐

Represents that the use of marijuana has curative or therapeutic effects

☒ ☐

Depicts a person under the age of 21 consuming marijuana

☒ ☐

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

☒ ☐



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

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

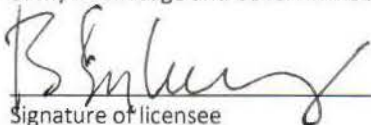
Section 8 – Control Plan for Persons Under the Age of 21

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:

as a fenced in property and locked facility, no one of any age could enter without our knowledge; especially under 21 of age has no business on our property.

as for cannabis products, we distribute sell to only licensed dispensaries. Products go from facility in van to dispensaries. all products are UPC coded through to delivery and accounted for.

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.

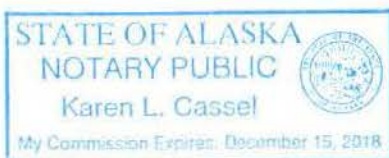


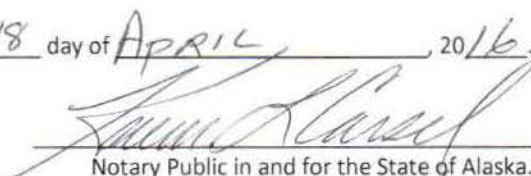
Signature of licensee

Bernardo Souphanavong

Printed name

Subscribed and sworn to before me this 18 day of April, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018

Marijuana Cultivation Facility

Operating Plan Procedures

88 Double Happiness LLC

2905 Tanglewood Drive

Anchorage

Mission Statement: Execute and maintain a premier cannabis cultivation facility encompassing public/consumer safety, staff safety, facility security, cannabis product integrity, cannabis product tracking, cannabis product development & research, staff training and adherence to laws governing the operation of cannabis cultivation.

Core Division Responsibilities: The overall operating procedure is separated into divisions with primary responsibilities for achieving our mission statement.

Administration

Property Security

Facility Security

Forced Entry Safety Management

Data Management

Legal Adherence

Public Authority Inspections

Human Resources

Cultivation

Environmental Controls

Plant Monitoring

Product Production

Product Testing

Product Inventory Control

Merchandising

Product Packaging

Sales Journal

Sample Inventory Journal

Delivery and Transport Manifest

Operations Maintenance

Utility

Equipment

Delivery Vehicles

Waste Management Journal



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:	88 Double Happiness LLC	License Number:	10074		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	88 Double Happiness LLC				
Premises Address:	2905 Tanglewood Drive				
City:	Anchorage	State:	ALASKA	ZIP:	99517



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

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 licenses 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:

Please refer Schematic Design A-1 First Floor Plan and A-2 Second Floor Plan for additional dimensions of all interior walls.

Cultivation Space square footage sq/ft

First Floor

Second Floor

19.13 X 51.33 = 981.94 sq/ft

16.67 X 21.46 = 357.73 sq/ft

10.17 X 29.46 = 299.60 sq/ft

4.92 X 16.5 = 81.18 sq/ft

LARGE ROOM 51.33 X 47.46 = 2436.00

Total Cultivation Square footage 1281.5+439+2436= 4156 sq/ft



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

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

Rockwool base with compost soil mixed depending on the age of plant. Mother plants will be grown in a super nutrient laced soil. Clones from mother plants will start in clone aeroponic boxes to germinate root hairs. Once roots are formed, they will go into 3 inch rockwool cubes from vegetating to harvest.

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

Fertilizers from Botanicare: CNS17 grow/bloom/ripe, Pure Blend.
Humboldt nutrients: Humboldt roots, Equilibrium, Ginormous
Raw: Nitrogen pellets
Microbelife: Photosynthesis Plus
Omri: Thrive alive B-1

Chemicals: bug spray dyna-gro, pure Neam oil, Azamax and Green plant Freq/Mega wash
no Carbon dioxide generator.

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

since we are growing in rockwool, plants will be watered as needed. Nutrient water mixed in 55 gallon drum to reach desired ph level for watering. Hose attached to water pump for plant watering with run off captured to be reconstituted in water tank. The goal is to have no wasted nutritional water.



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

Alcohol and Marijuana Control Office
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<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Describe the marijuana cultivation facility's waste disposal arrangements:

Any water that passed through the potted plants not usable will be taken to certified RCRA water treatment facility.

Nutrient treated water is valuable and thus calculated to be at a minimum.

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:

Out flow air from first floor and second floor cultivation will pass through carbon odor air filters (commercial Sentry Air smoke eater) to enclosed covered roof top air diffuser before releasing into atmosphere.

Odor emission will be monitored daily by walking property.



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

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Phone: 907.269.0350

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:

All marijuana grown will be first tested in facility and by third party approved testing lab.
Mydx machine will test for bacteria and other impurities.
Harvested products will be stored in 3 separate areas to prevent cross contamination.
One area is for tested and passed products.
Second area is for products awaiting test lab results.
Third area is for curing products not ready to be tested.

Tested and passed products ready for sale will be packaged, UPC tagged, inventoried, and moved to ready for sale storage area.



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

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Phone: 907.269.0350

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:



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>

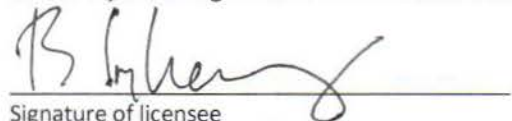
Phone: 907.269.0350

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 cultivation facility, specifically the cultivation rooms have no windows or direct door access to exterior. No visual of any kind can be seen from exterior of the building.

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.

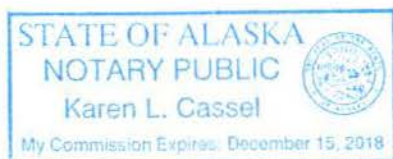


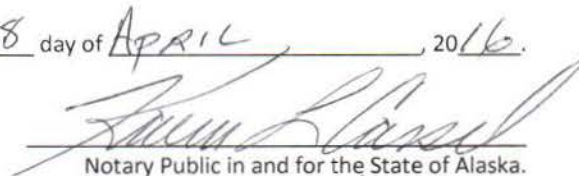
Signature of licensee

Bernard Soukhannavongh

Printed name

Subscribed and sworn to before me this 18 day of April, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



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):

Division Responsibilities

88 Double Happiness LLC

2905 Tanglewood Drive

Anchorage

Division Responsibilities:

A Administration

Property Security

LED Motion Lighting

External Video Cameras

Fence Integrity

Entry Gate Integrity

Facility Security

Burglary/Fire/Access Master Security Panel

Doors, windows, entry gate, property fence status

2 Door access security checks

First entry door with number and badge stripe card lock

Second door inside with badge stripe card door lock

(must pass thru one more locked door to access cultivation area or office-data management office)

APR 18 '16 PM 3:55

Division Responsibilities

Forced Entry Safety Management

When Panic Button Initiated

Smart Phone Contact

Stay in locked safe area(s)

Follow First Responders Directives

Data Management

Verify Video Recorder

Verify Motion Light Recorder

Verify Burglary/Fire/Access Master Security Panel Recorder

Verify Master Computers, Hard Drives, Cloud Back Ups

Legal Adherence

Check legal updates

Public Authority Inspections

Reply, address entry requests

Establish inspection schedules

Hazmat suit, safety gloves readiness

Inspection Journal Maintenance

Division Responsibilities

Human Resources

Hiring interviews & selections

Employment legal status verification

Competence Training

Staff Progress reviews

B Cultivation

Plant Monitoring

Nursery

Vegetating

Flowering

Environmental

Facility Temperature

Lighting

Air Circulation

Humidity Sensor controls

Aroma-Odor

Division Responsibilities

Product Production

Harvest schedule

Curing

Sorting

Batch ID UPC coding updates

Product Testing

Internal product integrity testing

Batch sample to off-premise certified test lab

Product Inventory Control

Certified tested products with UPC Tracking codes

In process awaiting test lab results

Non tested product

Division Responsibilities

C Merchandising

Product Packaging

Loose pack by weight for jar sales

Consumer fixed packs by volume weight by strains

UPC Tracking Labels

Sales Journal

Delivery manifest by dispensary

Daily recap by dispensary

Reconcile Delivery manifests with Received manifests

Sample Inventory Journal

All samples used for sales calls will be registered by dispensary, personnel, volume, strains

Maintain product sample journal

Delivery and Transport Manifest

Stock room inventory verification

Product picking

Product sorting by dispensary

Routing

Delivery manifest billings

Division Responsibilities

D Operations Maintenance

Utility

Electrical, Gas, water , Internet verification

Equipment

Air exchangers, air circulators, lighting ballast verification

Delivery Vehicles

Delivery vehicle readiness & maintenance schedule verification

Waste Management Journals

Nutrient-Ph treated water maintenance journal

Nutrient-Ph treated water volume disposal journal

Solid plant matter disposal journal

Compost Bin status journal

Odor emission monitoring journal

Plant pest control journal



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:	88 Double Happiness LLC	License Number:	10074		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	88 Double Happiness LLC				
Premises Address:	2905 Tanglewood Drive				
City:	Anchorage	State:	ALASKA	ZIP:	99517

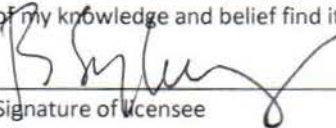
Section 2 – Certification

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:

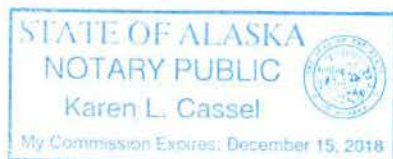
Start Date: March 9, 2016 End Date: March 29, 2016

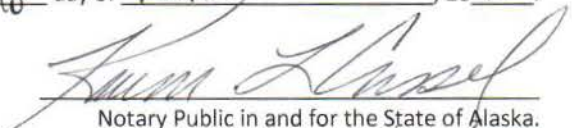
Other conspicuous location: Anchorage Airport PO; Carrs #5; 2905 Tanglewood Drive

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 18 day of APRIL, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



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:	88 Double Happiness LLC	License Number:	10074		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	88 Double Happiness LLC				
Premises Address:	2905 Tanglewood Drive				
City:	Anchorage	State:	ALASKA	ZIP:	99517

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: Municipality of Anchorage

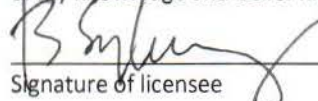
Date Submitted: February 25, 2016

Community Council: Spenard Community C

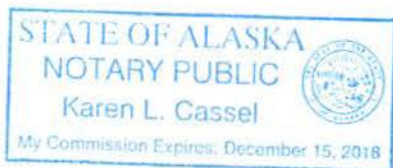
Date Submitted: March 2, 2016


(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 18 day of APRIL, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



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:	88 Double Happiness LLC	License Number:	10074		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	88 Double Happiness LLC				
Premises Address:	2905 Tanglewood Drive				
City:	Anchorage	State:	ALASKA	ZIP:	99517

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Bernard Souphanavong				
Title:	Owner				
SSN:	<div></div>				



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.

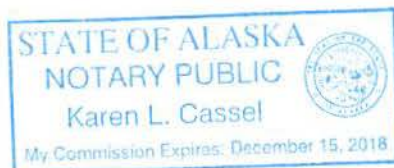
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

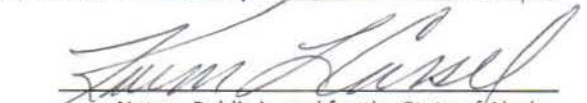
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee/affiliate

Subscribed and sworn to before me this 19 day of APRIL, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



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:	88 Double Happiness LLC	License Number:	10074
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	88 Double Happiness LLC		
Premises Address:	2905 Tanglewood Drive		
City:	Anchorage	State:	ALASKA
		ZIP:	99517

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Brandon Souphanavong
Title:	Manager
SSN:	



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

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.

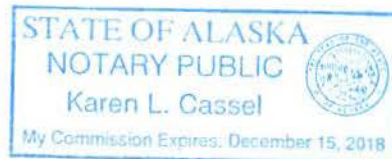
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

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.

A handwritten signature in black ink, appearing to be "J. L. S.", written over a horizontal line.

Signature of licensee/affiliate

Subscribed and sworn to before me this 18th day of April, 2016.



A handwritten signature in black ink, appearing to be "Karen L. Cassel", written over a horizontal line.
Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of May, 2016

BETWEEN:

9 Lon LLC of 626 D Street, Anchorage, Alaska, 99501
Telephone: (907) 276-8808 Fax: (907) 276-8909
(the "Landlord")

OF THE FIRST PART

- AND -

88 Double Happiness LLC of 2905 Tanglewood Drive, Anchorage, Alaska, 99517
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at _____, 2905 Tanglewood Drive, Anchorage, AK, 99517, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

9071015 4:04

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the warehouse space at _____, 2905 Tanglewood Drive, Anchorage, AK, 99517;

f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.

g. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the warehouse space municipally described as _____, 2905 Tanglewood Drive, Anchorage, AK, 99517, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):

All Permitted Use as defined by Municipal of Anchorage Zoning I-1.

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

3. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: All Permitted Use as defined by Municipal of Anchorage Zoning I-1.

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

5. Subject to the provisions of this Lease, the Tenant is entitled to the use of 8 parking spaces (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

Term

6. The term of the Lease is a periodic tenancy commencing at 12:00 noon on June 1, 2016 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.

7. Notwithstanding that the term of this Lease commences on June 1, 2016, the Tenant is entitled to possession of the Premises at 12:00 noon on June 1, 2016.

Rent

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$10,000.00, payable per month, for the Premises (the "Base Rent").
9. The Tenant will pay the Base Rent on or before the First day of month of each and every month of the term of this Lease to the Landlord at 626 D Street, Anchorage, AK, 99501, or at such other place as the Landlord may later designate.
10. The Tenant will be charged an additional amount of 5.00% of the Base Rent for any late payment of Base Rent.

Operating Costs

11. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its Proportionate Share of all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs").
12. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.
13. Operating Costs will also not include the following:
 - a. any increase in insurance premiums to the center as a result of business activities of other Tenants;
 - b. the costs of any capital replacements;
 - c. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
 - d. structural repairs;
 - e. costs for which the Landlord is reimbursed by insurers or covered by warranties;
 - f. costs incurred for repairs or maintenance for the direct account of a specific Tenant or vacant space;
 - g. costs recovered directly from any Tenant for separate charges such as heating, ventilating, and air conditioning relating to that Tenant's leased premises, and in respect of any act, omission, neglect or default of any Tenant of its obligations under its Lease; or
 - h. any expenses incurred as a result of the Landlord generating revenues from common area facilities will be paid from those revenues generated.
14. The Tenant will pay:
 - a. To the Landlord, the Tenant's Proportionate Share of all real property taxes, rates, duties, levies and assessments

which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, state, district, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building.

b. To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

15. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Landlord's Estimate

16. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installments throughout the application period with the monthly installments of Base Rent. With respect to any item of Additional rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installments paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

17. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of _____ and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

18. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Advance Rent and Security Deposit

19. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last installments of Gross Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.
20. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$10,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
21. The Tenant may not use the Security Deposit as payment for the Rent.
22. Within 60 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 2905 Tanglewood Drive, Anchorage, Alaska, 99517, or at such other place as the Tenant may advise.

Quiet Enjoyment

23. The Landlord covenants that on paying the Base Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

24. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.
25. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

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Inspections and Landlord's Right to Enter

26. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

Tenant Improvements

27. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Costs

28. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, Internet and cable.

29. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises:

Insurance

30. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

31. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

Governing Law

32. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or

special proceeding may be instituted.

Severability

33. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

34. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

35. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
37. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
38. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
39. The Tenant will not engage in any illegal trade or activity on or about the Premises.
40. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

41. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

42. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

43. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

MAY 15 '15 BY CLAE

General Provisions

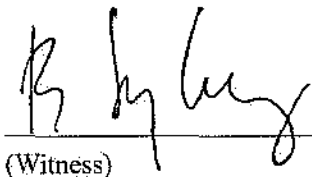
44. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
45. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
46. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
47. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1st day of May, 2016.


(Witness)

9 Lon LLC (Landlord)

Per: Member, Manager (SEAL)


(Witness)

88 Double Happiness LLC (Tenant)

Per: Member, Manager (SEAL)

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 18th day of January, 2010

BETWEEN:

Bernard Souphanavong of 2905 Tanglewood Drive, Anchorage, Alaska 99517

Telephone: (907) 276-8808 Fax: (907) 276-8909

(the "Landlord")

OF THE FIRST PART

- AND -

9 Lon LLC of 626 D Street, Anchorage, Alaska , 99501

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Building" means warehouse, improvements, equipment, fixtures, property and facilities from time to time located at _____, 2905 Tanglewood Drive, Anchorage, AK, 99517, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

PAV 13115-4/100

c. "Common Areas and Facilities" mean:

- i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the warehouse space at _____, 2905 Tanglewood Drive, Anchorage, AK, 99517;

f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.

g. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the warehouse space municipally described as

_____, 2905 Tanglewood Drive, Anchorage, AK, 99517, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):

All Permitted Use as defined by Municipal of Anchorage Zoning I-1.

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

3. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: All Permitted Use as defined by Municipal of Anchorage Zoning I-1.
4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of 8 parking spaces (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

Term

6. The term of the Lease is a periodic tenancy commencing at 12:00 noon on June 1, 2016 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.
7. Notwithstanding that the term of this Lease commences on ~~June 1, 2016~~ ^{January 18, 2010}, the Tenant is entitled to possession of the Premises at 12:00 noon on June 1, 2016. *Berghuis 5/18/2016*

Rent

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1.00 payable per month, for the Premises (the "Base Rent").
9. The Tenant will pay the Base Rent on or before the First day of month of each and every month of the term of this Lease to the Landlord at 626 D Street, Anchorage, AK, 99501, or at such other place as the Landlord may later designate.
10. The Tenant will be charged an additional amount of 0.00% of the Base Rent for any late payment of Base Rent.

Operating Costs

11. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its Proportionate Share of all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs").
12. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.
13. Operating Costs will also not include the following:
 - a. any increase in insurance premiums to the center as a result of business activities of other Tenants;
 - b. the costs of any capital replacements;
 - c. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
 - d. structural repairs;
 - e. costs for which the Landlord is reimbursed by insurers or covered by warranties;
 - f. costs incurred for repairs or maintenance for the direct account of a specific Tenant or vacant space;
 - g. costs recovered directly from any Tenant for separate charges such as heating, ventilating, and air conditioning relating to that Tenant's leased premises, and in respect of any act, omission, neglect or default of any Tenant of its obligations under its Lease; or
 - h. any expenses incurred as a result of the Landlord generating revenues from common area

facilities will be paid from those revenues generated.

14. The Tenant will pay:

- a. To the Landlord, the Tenant's Proportionate Share of all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, state, district, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building.
- b. To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

15. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Landlord's Estimate

16. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installments throughout the application period with the monthly installments of Base Rent. With respect to any item of Additional rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of

each year of the term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installments paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

17. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of _____ and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
18. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Advance Rent and Security Deposit

19. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last installments of Gross Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.
20. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$10,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable

wear and tear.

21. The Tenant may not use the Security Deposit as payment for the Rent.
22. Within 60 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 2905 Tanglewood Drive, Anchorage, Alaska, 99517, or at such other place as the Tenant may advise.

Quiet Enjoyment

23. The Landlord covenants that on paying the Base Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

24. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.
25. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Inspections and Landlord's Right to Enter

26. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

Tenant Improvements

REV 12/15/14 4:40

27. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Costs

28. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, Internet and cable.

29. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: _____

Insurance

30. The Tenant is responsible for insuring the Premises for damage or loss to the structure,

mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

31. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

Governing Law

32. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

33. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

34. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

35. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises. REV 12-15-2024

37. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the

Tenant's own risk. The Tenant is required to park in only the space allotted to them.

38. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
39. The Tenant will not engage in any illegal trade or activity on or about the Premises.
40. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

41. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

42. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

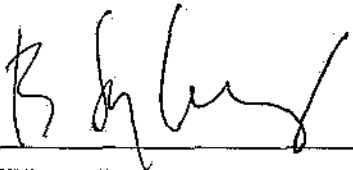
43. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

44. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
45. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
46. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

47. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

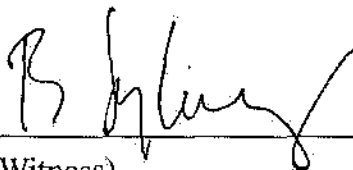
IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1st day of May, 2016.



(Witness)

Bernard Souphanavong (Landlord)

Per: Owner (SEAL)



(Witness)

9 Lon LLC (Tenant)

Per: Member, Manager (SEAL)


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ANCHORAGE**
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PARCEL: 010-312-05-000 01/02 Commercial Manufacturing/Proc 05/25/16

SOUPHANAVONG BERNARD I

LAKE SPENARD PARK

BLK 4 LT 34 & 35 (150' PTN)

626 D Street

Anchorage

AK 99501 3522 Site 2905 Tanglewood Dr

Lot Size:	24,150	---Date Changed---	----Deed Changed----	GRW: PIWt
Zone :	I1	Owner :	01/08/13	Stateid: 2012 0077070
Tax Dist:	003	Address:	01/08/13	Date : 12/31/12
Grid :	SW1827	Hra # :		Plat :
GRW: PIWC				REF #:

ASSESSMENT HISTORY

	---Land---	--Building--	---Total---	
Appraised Val 2014:	294,900	540,300	835,200	
Appraised Val 2015:	294,900	558,300	853,200	--Exemption---
Appraised Val 2016:	294,900	653,900	948,800	-----Type-----
Exempt Value 2016:	0	0	0	
State Exempt 2016:			0	Residential
Resid Exempt 2016:			20,000	RESIDENTIAL
Taxable Value 2016:			928,800	

Liv Units: 001	Common Area:	Leasehold:	Insp Dt: 08/88 Land Only
			08/15 Quick Reinv
			/

BUILDING DATA

Name: NORTHLAND SOY PROD.	Bldg Area: 2,918	Yr Blt: 1950	
		Eff Yr: 1950	Ident
Bldg Type: Single Family	Grade : Average	# Units: 000	Bldgs: 1

INTERIOR FEATURES

Floor Level	Size Area:	Use Type:	Wall Hgt :	Wall Material:	Constrct Type:	Heat Type:	Air Phys Con Cond:	Funct Util:
B1/B1	1,459	Apartment	09	None	Fire Resist	Hot Air	0 Poor	Normal
01/01	1,459	Apartment	09	Conc. Block	Fire Resist	Hot Air	0 Poor	Normal

OTHER BUILDING AND YARD IMPROVEMENTS

Yard Structure:	Size/Amt:	Units:	Yr/Blt:	Condition:	Funct/Util:
Paving Concrete-Av	150	01	72	Normal	Normal

BUILDING OTHER FEATURES-ATTACHED IMPROVEMENTS

Qty: Structure Code:	Size1:	Size2:	Qty: Structure Code:	Size1:	Size2:
1 Porch Open	158	1			

[Feedback E-mail: wwfipa@muni.org](mailto:wwfipa@muni.org)



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

Date Filed: 05/18/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-5/18/2016 2:28:53 PM

Entity Name: 88 Double Happiness LLC
Entity Number: 10035026
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Bernard souphanavong
Physical Address: 626 D STREET, ANCHORAGE, AK 99501
Mailing Address: 626 D ST, ANCHORAGE, AK 99501

Entity Physical Address: 626 d st, anchorage, AK 99501

Entity Mailing Address: PO BOX 190760, ANCHORAGE, AK 99519

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
Bernard souphanavong	626 d st, anchorage, AK 99501	99.00	Member
Brandon Souphanavong	626 D St, Anchorage, AK 99501	1.00	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: Bernard souphanavong

NOV 18 '16 4:07 PM

Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	88 Double Happiness LLC

Entity Details

Entity Type: Limited Liability Company

Entity #: 10035026

Status: Good Standing

AK Formed Date: 1/19/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2018

Entity Mailing Address: PO BOX 190760, ANCHORAGE, AK 99519

Entity Physical Address: 626 D ST, ANCHORAGE, AK 99501

Registered Agent

Agent Name: Bernard souphanavong

Registered Mailing Address: 626 D ST, ANCHORAGE, AK 99501

Registered Physical Address: 626 D STREET, ANCHORAGE, AK 99501

Officials

AK Entity#	Name	Titles	Percent Owned
	Bernard souphanavong	Member	99
	Brandon Souphanavong	Member	1

Filed Documents

8/13/16 11:15 PM 4/18

Date Filed	Type	Filing	Certificate
1/19/2016	Creation Filing		
3/14/2016	Entity Address Change		
5/18/2016	Initial Report		

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

88 Double Happiness LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective January 19, 2016.

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

Chris Hladick
Commissioner

NR 10-15-16-ALAK

Operating Agreement

of

88 Double Happiness LLC
An Alaska Limited Liability Company

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W:\S\14-0000000

This Operating Agreement of 88 Double Happiness LLC, a limited liability company organized pursuant to the Act, is entered into and shall be effective as of the 19th day of January, 2016, by and among the Company and the persons executing this Agreement whether as Members or Managers.

ARTICLE I FORMATION

1. Organization

The Company is organized as an Alaska limited liability company pursuant to the provisions of the Act.

2. Agreement, Effect of Inconsistencies with Act

For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members and Managers executing the Company Agreement hereby agree to the terms and conditions of the Company Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Managers and the Members that the Company Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Company Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Company Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Company Agreement is prohibited or ineffective under the Act, the Company Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Company Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. It is agreed that each Member shall be entitled to rely on the provisions of this agreement, and no Member shall be liable to the Company or to any Member for any action or refusal to act taken in good faith reliance on the terms of this agreement. The Members, the Managers and the Company hereby agree that the duties and obligations imposed on the Members of the Company are such as shall be those set forth in this operating agreement, which is intended to govern the relationship among the Company, the Managers and the Members, notwithstanding any provision of the Act or common law to the contrary.

3. Name

The name of the Company is 88 Double Happiness LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

4. Effective Date

The Company Agreement shall become effective upon the filing of the Articles with the Department of Community and Economic Development of the State of Alaska, which was on January 19, 2016.

5. Term

The existence of the Company is not limited by any fixed term.

6. Registered Agent and Office

The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed with the Department of Community and Economic Development of the State of Alaska. The Managers, may, from time to time, change the registered agent or office through appropriate filings with the Department of Community and Economic Development of the State of Alaska. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managers shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Managers shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

7. Principal Office

The Principal Office of the Company shall be located at:

2905 Tanglewood Drive
Anchorage, Alaska 99517

**ARTICLE II
DEFINITIONS**

For purposes of this operating agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1. Act

The Alaska Revised Limited Liability Company Act and all amendments to the Act.

2. Additional Member

A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.

3. Admission Agreement

The Agreement between an Additional Member and the Company described in Article XII.

4. Articles

The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Commissioner of the Department of Community and Economic Development.

5. Assignee

A Person to whom a Membership Interest has been transferred who has not been admitted as a Substituted Member.

6. Bankrupt Manager

A Manager who: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code, (2) has initiated, either in an original Proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

7. Book Value

Book Value of the Company is determined by aggregating all the assets of the Company (including cash and contractual commitments) and subtracting from that value the long and short term liabilities of the Company as determined in accordance with generally accepted accounting principles.

8. Capital Account

The account maintained for a Member or Assignee determined in accordance with Article VIII.

9. Capital Contribution

Any contribution of Property, services or the obligation to contribute Property or services made by or on behalf of a Member or Assignee.

10. Code

The Internal Revenue Code of 1986 as amended from time to time.

11. Commitment

The Capital Contributions that a Member or Assignee is obligated to make.

12. Company

88 Double Happiness LLC, a limited liability company formed under the laws of the State, and any successor limited liability company or business entity.

13. Company Agreement

This Operating Agreement including all amendments adopted in accordance with the Company Agreement and the Act.

14. Company Liability

Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

15. Company Minimum Gain

An amount determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Company Minimum Gain and increases and decreases in Company Minimum Gain are intended to be computed in accordance with Section 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of Company Minimum Gain at the end of any Taxable Year equals: the sum of Nonrecourse Deductions allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors' in interest) aggregate share of the net decreases in Company Minimum Gain plus their aggregate share of decreases resulting from revaluations of Company Property subject to one or more Company Nonrecourse Liabilities.

16. Company Nonrecourse Liability

A Company Liability to the extent that no Member or Related Person bears the economic risk of loss (as defined in Section 1.752-2 of the Regulations) with respect to the liability.

17. Company Property

Any Property owned by the Company.

18. Distribution

A transfer of Property to a member on account of a Membership Interest as described in Article IX.

19. Disposition (Dispose)

Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

20. Initial Capital Contribution

The Capital Contribution agreed to be made by the Initial Members as described in Article VIII.

21. Initial Members

Those persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Company Agreement.

22. Majority of the Managers

A majority by number of all of the Managers.

23. Majority of the Members

Members having Sharing Ratios in excess of one half of the Sharing Ratios of all the Members entitled to vote on, consent to, or approve a particular matter. Assignees shall not be considered Members entitled to vote for the purpose of determining a Majority. In the case of a Member who has Disposed of that Member's entire Membership Interest to an Assignee, but has not ceased to be a Member as provided below, the Sharing Ratio of such Assignee shall be considered in determining a Majority of the Members and such Member's vote or consent shall be determined by such Sharing Ratio.

24. Member

An Initial Member, Substituted Member or Additional Member.

25. Manager

A person selected to manage the affairs of the Company under Article VII hereof.

26. Member Minimum Gain

An amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be computed in accordance with Section 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

27. Member Nonrecourse Liability

Any Company Liability to the extent the liability is nonrecourse under state law, and on which a Member or Related Person bears the economic risk of loss under Section 1.752-2 of the Regulations because, for example, the Member or Related Person is the creditor or a guarantor.

28. Membership Interest

The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

29. Money

Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

30. Net Profit or Net Loss

The taxable income or loss for any period determined in accordance with Section 703(a) of the Code. Net Profits and Net Loss shall include all items of income, gain, loss, or deduction, regardless of whether they are computed without reference to separately stated items and shall include items described in Sections 705(a)(1)(B) and 705(a)(2)(B) of the Code.

31. Nonrecourse Liabilities

Nonrecourse liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

32. Notice

Notice shall be in writing. Notice to the Company shall be considered given when mailed by first class mail postage prepaid addressed to any Manager in care of the Company at the address of Principal Office. Notice to a Member shall be considered given when mailed by first class mail postage prepaid addressed to the Member at the address reflected in the Company Agreement unless the Member has given the Company a Notice of a different address.

33. Offsettable Decrease

Any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under Section 1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under Sections 704(e)(2) or 706 of the Code or under Section 1.751-1 of the Regulations, or distributions that, as of the end of the year are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or prior to the taxable years in which such distributions are expected to be made (other than increases pursuant to a Minimum Gain Chargeback).

34. Organization

A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated

associations, but the term does not include joint tenancies and tenancies by the entirety.

35. Organization Expenses

Those expenses incurred in the organization of the Company including the costs of preparation of the Company Agreement and Articles.

36. Person

An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of the State of Alaska.

37. Proceeding

Any administrative, judicial, or other adversary proceeding, including, without limitation, litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.

38. Property

Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

39. Regulations

Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

40. Related Person

A person having a relationship to a Member that is described in Section 1.752-4(b) of the Regulations.

41. Removal

The act of the Members by which a Manager is removed.

42. Resignation

The act of the Manager by which he or she ceases to be a Manager.

43. Sharing Ratio

With respect to any Member, the proportion that the Member's units bears to all units owned by all Members and Assignees.

44. Substitute Member

An Assignee who has been admitted to all of the rights of membership pursuant to the Company Agreement.

45. Taxable Year.

The taxable year of the Company as determined pursuant to Section 706 of the Code.

46. Taxing Jurisdiction

Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

47. Unit

An Equity Owner's share of the Company's Net Profits, Net Loss and Distributions pursuant to this Company Agreement and the Act; share in allocations of income, gain, loss, deduction in or credit or similar items; Capital Account; and, in the case of Units owned by Members, the right to participate in the management or affairs of the Company. Unless otherwise identified, "Unit" shall refer to both Class A Units and Class B Units. Units will normally be expressed at a percentage share. The Unit's may, at the option of the Members, be represented by certificates. In the event certificates are issued such certificates will bear a legend indicating the restrictions on transferability set forth in this Company Agreement and such other legend as may be required or advisable under any law governing the issuance or transfer of securities.

**ARTICLE III
NATURE OF BUSINESS**

The Company may engage in any lawful business permitted by the Act, or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III. Authority granted to the Managers to bind the Company, shall be limited to actions necessary or convenient to the business of the Company.

**ARTICLE IV
ACCOUNTING AND RECORDS**

1. Records to be Maintained

The Managers shall maintain, at the expense of the Company, the following records at the Principal Office or at such other place as may be determined by the Members:

1.1. Current and past lists that state in alphabetical order the full name and last known mailing address of every member;

1.2. A copy of the Articles and all amendments thereto;

- 1.3. Copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years;
 - 1.4. Copies of the Company Agreement including all amendments thereto; and
 - 1.5. Financial statements for the Company for the three most recent years including income and expenses relating to the Company;
2. **Accrual Method of Accounting.**
The records of the Company shall be maintained on the accrual method of accounting, unless a majority of the Members determine otherwise.

ARTICLE V NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Initial Members and Managers are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein.

ARTICLE VI RIGHTS AND DUTIES OF MEMBERS AND MANAGERS

1. **Liability of Members**

No Member or Manager shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Company Agreement or the Act shall not be grounds for imposing personal liability on a Member or Manager for liabilities of the Company.

2. **Exculpation and Indemnity**

A Member shall not be liable or accountable in damages or otherwise to the Company or other Members for any act or omission done or omitted by him or her in good faith, unless such act or omission constitutes gross negligence, willful misconduct, or a breach of this Agreement on the part of the Member. The Company shall indemnify each Member against any loss, damage, judgment or claim incurred by or asserted against the Member (including reasonable attorneys' fees incurred in the defense thereof) arising out of any act or omission of the Member in connection with the Company, unless such act or omission constitutes gross negligence, willful misconduct or a breach of this Agreement on the part of the Member.

3. **Representations and Warranties**

Each Member, and in the case of an organization, the person(s) executing the Company Agreement on behalf of the organization, hereby represents and

warrants to the Company and each other Member that: (a) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to the Company Agreement to perform its obligations hereunder; (b) that the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; and (c) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

4. Conflicts of Interest

- 4.1. Each Member and Manager may engage in any investment or business activities of his or her choice independent of the Company without having or incurring any obligation to offer any interest in such activities to the Company or any Member. Notwithstanding the foregoing, each Member and Manager shall account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member or Manager, in the conduct of and/or winding up of the Company business or from a use or appropriation by the Member or Manager of Company Property including information developed exclusively for the Company.
- 4.2. A Member or a Manager does not violate a duty or obligation to the Company merely because the Member's or the Manager's conduct furthers the Member's or the Manager's own interest. A Member or a Manager may lend money to and transact other business with the Company. The rights and obligations of a Member or a Manager who lends money to or transacts business with the Company are the same as those of a person who is not a Member or a Manager, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member or a Manager has a direct or indirect interest in the transaction if either the transaction is fair to the Company, or a Majority of the Members, in either case knowing the material facts of the transaction and the Member's or Manager's interest, authorize, approve, or ratify the transaction.
- 4.3. No Member or Manager of the Company shall engage in the same or a similar line of business or research as that carried on by the Company. A Member or Manager shall not have a financial interest in a company which is a competitor or supplier to the Company.

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ARTICLE VII MANAGEMENT

1. Management

The business and affairs of the Company shall be managed by its Managers. Except for situations in which Member approval is expressly required by this Company Agreement or by non-waivable provisions of applicable law, the Managers shall be responsible for management of the business of the Company and shall have full and complete authority and discretion in the management of the Company's business and shall have full power and authority to take all actions and execute all instruments or other documents necessary, convenient or appropriate to the conduct of such business. In the event that there is more than one Manager, all decisions shall be made by a majority by number of the Managers.

- 1.1. Weighted Management Voting. Initial Manager Bernard I. Souphanavong is a creditor of the Company having loaned the Company \$ 10,000⁰⁰. As a Manager, _____'s vote shall equal 99% of all manager votes on any matter requiring Manager approval until such time as the Company's debt obligation to SOUPHANAVONG on the \$10,000⁰⁰ loan is \$ 1,000⁰⁰ or less. Once the Company's debt obligation reaches \$ 1,000⁰⁰ or less, each Manager's vote shall count equally as any other Manager.

2. Number, Tenure and Qualifications

The Company shall initially have one Manager. The number of Managers shall be fixed from time to time by the affirmative vote of a Majority of the Members, but in no instance shall there be less than one Manager. Each Manager shall hold office until the Manager ceases to be a Manager. Managers need not be Members.

- 2.1. The initial Manager of the Company is the following: Bernard I. Souphanavong,

3. Authority to Bind the Company

- 3.1. Only the Managers and agents of the Company authorized by the Managers shall have the authority to bind the Company. No Member who is not either a Manager or otherwise authorized as an agent shall take any action to bind the Company.
- 3.2. Subject to the provisions of this Article VII the Managers have the power, on behalf of the Company, to do all things necessary or convenient to carry out the ordinary business and affairs of the Company.
- 3.3. No Manager or other person shall have the authority to do any of the following on behalf of the Company (whether for the account of the Company or of any other legal entity represented by the Company) without the prior written approval or concurrence of a Majority of the Members:

- (a) Make distributions pursuant to Article IX, Paragraph 5 of this Agreement;
- (b) Sell, exchange or dispose of any real property, any capital asset or substantially all of the assets of the Company;
- (c) Do any act that is unrelated to the purpose of the Company or that otherwise contravenes any provision of this Agreement;
- (d) Lend any funds of the Company to or guaranty the obligations of any Member or affiliate of a Member;
- (e) Sell or lease any property or service to, or purchase or lease any property or service from, any member or affiliate of a Member or enter into any other material transaction with any Member or affiliate of a Member;
- (f) Make the tax election described in Article X, Section 2 of this Company Agreement.

4. Compensation of Manager

The salary and other compensation of the Managers shall be fixed from time to time by the agreement of a majority of the Members and the Managers.

5. Managers' Standard of Care

The Managers do not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. The Managers' duty of care in the discharge of the Managers' duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging his/her duties, the Managers shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of the Members, or agents, or by any other person, as to matters the Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid. There shall be no obligation on the part of the Managers to maximize immediate financial gain.

6. Cessation as Manager

Any Manager shall cease to be a Manager on the Manager's Bankruptcy, death, dissolution, incompetence, Resignation or Removal. A Manager may Resign at any time by giving written notice to the Member(s). The Resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as

shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such Resignation shall not be necessary to make it effective. Any Manager may be Removed by the affirmative vote of a Majority of the Members for any reason, or no reason.

7. Vacancies.

Any vacancy occurring for any reason including an increase in the number of Managers, shall be filled by affirmative vote of a Majority of the Members.

8. Deadlock Resolution

If any matter requiring the vote or approval of a Majority of the Members should receive the approval of Members holding exactly one-half of all Units entitled to vote thereon, each Member shall have the right to submit such matter for resolution under the commercial arbitration rules of the American Arbitration Society. The decision of the arbitrator regarding the resolution of any such deadlock shall be binding upon the Company and all Members and Managers for all purposes. If any matter requiring the vote or approval of a Majority in number of the Managers should receive the approval of exactly one-half of the Managers entitled to vote thereon, the deadlock shall be resolved by the majority of the Members; subject to the Member deadlock provisions set forth herein.

ARTICLE VIII CONTRIBUTIONS AND CAPITAL ACCOUNTS

1. Initial Contributions

Each Initial Member shall make the Capital Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A and shall perform that Member's Commitment. If no time for contribution is specified, the Capital Contributions shall be made upon the filing of the Articles with the Commissioner of Community and Economic Development. The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in the Company Agreement. Each Additional Member shall make the Initial Capital Contribution described in the Admission Agreement. The value of the Additional Member's Initial Capital Contribution and the time for making such contribution shall be set forth in the Admission Agreement.

2. Maintenance of Capital Accounts

The Company shall establish and maintain Capital Accounts for each Member and Assignee. Each Member's Capital Account shall be increased by (1) the amount of any Money actually contributed by the Member to the capital of the Company, (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the

company takes such Property, within the meaning of Section 752 of the Code), and (3) the Member's share of Net Profits and of any separately allocated items of income or gain except adjustments of the Code (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each Member's Capital Account shall be decreased by (1) the amount of any Money distributed to the Member by the Company, (2) the fair market value of any Property distributed to the Member, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities of the Company assumed by the Member or subject to which the Member takes such Property within the meaning of Section 752 of the Code), and (3) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

3. Distribution of Assets

If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for the that Member's allocable share (as determined under Article IX below) of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

4. Sale or Exchange of Interest

In the event of a sale or exchange of some or all of a Member's Interest in the Company, the Capital Account of the transferring Member shall become the capital account of the Assignee, to the extent it relates to the portion of the interest transferred.

5. Compliance with Section 704(b) of the Code

The provisions of this Article VIII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article IX to have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the distributions made pursuant to Articles IX and XIV and the Capital Contributions made pursuant to this Article VIII. Notwithstanding anything herein to the contrary, this Company Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Contribution.

**ARTICLE IX
ALLOCATIONS AND DISTRIBUTIONS**

1. Allocations of Net Profits and Net Losses from Operations

Except as may be required by section 704(c) of the Code, and Sections 2, 3, and 4 of this Article IX, net profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members pro rata in proportion to their Units.

2. Company Minimum Gain Chargeback

If there is a net decrease in Company Minimum Gain for a Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain Chargeback Requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of Section 1.752-2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

3. Member Minimum Gain Chargeback

If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under Section 1.704-2(i)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain. A Member's share of the net decrease in Member Minimum Gain is determined in a manner consistent with the provisions of paragraph (g)(2) of this Article IX. A Member is not subject to this Member Minimum Gain Chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to Section 704(b) of the Code.

4. Qualified Income Offset

In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

5. Interim Distributions

From time to time, the Managers shall determine in their sole and absolute judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, reserves, and additional capital expenses. To the extent such excess exists, the Managers with consent of a Majority of the Members may make distributions to the Members in accordance with their Sharing Ratios. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managers.

**ARTICLE X
TAXES**

1. Elections

Except as provided in this Article X, the Managers may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

2. Check The Box

The Managers may not file an election of behalf of the Company to be treated as an association taxable as a corporation under the provision of the Code and Regulations without consent of a Majority of the Members.

**ARTICLE XI
UNITS**

The Company's Units shall be divided into Class A Units and Class B Units. Except as expressly provided in this Company Agreement, Class A Units and Class B Units shall be equal in all respects. Class A Interests may only be owned by a Manager who is also a Member. In the event any Person who owns a Class A Interest ceases to be a Manager, such Person's Class A Interest shall be converted into a Class B Interest.

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ARTICLE XII
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

1. Rights of Assignees

The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the income and losses attributable to the Membership Interest.

2. Admission of Substitute Members

An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership interest only with the approval of the Managers and the unanimous decision of the Members. The Members and Managers may grant or withhold the approval of such admission for any reason in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to Company that may have existed prior to the approval.

3. Admission of Additional Members

Approval of all of the Members is necessary to permit the admission of Additional Members and determine the Capital Contributions of such Members.

ARTICLE XIII
DISPOSITION OF MEMBERSHIP INTERESTS

1. Disposition

Any Member or Assignee may dispose of all or a portion of the Member's or Assignee's Membership Interest upon compliance with this Article XIII. No Membership Interest shall be Disposed of:

- 1.1. if such disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the Code;
- 1.2. without an opinion of counsel satisfactory to the Managers that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws;
- 1.3. unless and until the Company receives from the Assignee the information and agreements that the Managers and Members may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

- 1.4. without the approval of a Majority of the Remaining Members. The Remaining Members may grant or withhold the approval of such disposition for any reason in their sole and absolute discretion. This Company is formed by those who know and trust one another, and who are proceeding based upon their relationship and trust. Capital and professional skill and competence are material to the business and investment objectives of the Company. An unauthorized transfer of a Member's interest could create a substantial hardship to the Company, jeopardize its capital base, and adversely affect its business structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Company's professional and financial ability to continue.

2. Right Of First Refusal.

Except for transfers to a trust as contemplated by ¶ 2.7 below, the Company and the other Members shall have a right-of-first refusal if any Member desires to sell, transfer, give or otherwise dispose of all or any part of his or her Interest now owned or hereafter acquired unless such Member receives the prior written consent of all Members and the Company.

- 2.1. Before selling, transferring, giving or otherwise disposing of his or her Interest, a Member must comply with the provisions of ¶ 1 above, and further provide to the Company and the other Members at least one hundred twenty (120) days' prior written notice of his or her intention to make a disposition of his or her Interest (the "Disposition Notice"). The Member proposing to dispose of all or part of his or her Interest shall be known as the "Disposing Member" and the other Members shall be known as the "Non-Disposing Members" for purposes of this Agreement. In the Disposition Notice, the Disposing Member shall specify the price at which the Interest is proposed to be sold or transferred, the portion of his or her Interest to be sold or transferred, the identity of the proposed purchaser or transferee, and the terms and conditions of the proposed transaction.
- 2.2. The Company may elect, within sixty (60) days after receiving the Disposition Notice, to purchase the Interest proposed to be disposed of by the Disposing Member at the proposed price as contained in the Disposition Notice. The terms and conditions of the purchase by the Company shall be the terms and conditions of the proposed transaction, as set forth in the Disposition Notice. If the proposed transfer is a gift, the Company may purchase the interest of the Disposing Member for an amount equal to the balance of the Member's Capital Account, which amount shall be paid in cash on or before the ninetieth (90th) day of the notice period.
- 2.3. If the entire Interest covered by the Disposition Notice is not purchased by the Company, the remaining Interest may be purchased by the Non-Disposing Members on the same terms and at the same price available to the Company. Each Non-Disposing Member shall have the option to

purchase that portion of the Disposing Member's Interest that is necessary to maintain his or her ownership percentage vis-à-vis the other Non-Disposing Members. If any Non-Disposing Member does not purchase the portion of the Interest available to him or her, the remaining Interest will then be available for purchase by the other Non-Disposing Members in proportion to their respective Interests.

- 2.4. If the Company decides to purchase less than all of the Interest offered by the Disposing Member, within thirty (30) days after the Company reaches such decision, and, in any event, at the expiration of the first sixty (60) days of the notice period specified in Subsection 2.1, the Company shall so notify each NonDisposing Member. The notice shall state that the Company did not exercise its option to purchase with respect to the entire Interest offered pursuant to the Disposition Notice and shall contain appropriate information concerning the Non-Disposing Members' options to purchase all or any part of the remaining Interest offered by the Disposing Member. Each Non-Disposing Member must give written notice to the Disposing Member and the other Non-Disposing members of the exercise of his or her option to acquire his or her pro rata portion of such Interest within the first eighty (80) days of the notice period. If any Non-Disposing Member does not elect to purchase all of the portion of the Interest available to him or her, the remaining Non-Disposing Members shall be entitled to purchase such Interest in accordance with Subsection 2.3 by giving written notice to the Disposing Member and the other Non-Disposing Members within the first ninety (90) days of the notice period.
- 2.5. The options set forth in Subsections 2.2 and 2.3 shall be subject to the condition that in no event shall less than one hundred percent (100%) of the Interest proposed to be disposed of by the Disposing Member be purchased in the aggregate by the Company and the Non-Disposing Members.
- 2.6. If neither the Company nor the Non-Disposing Members shall have purchased the entire Interest covered by the Disposition Notice as provided in this Article XI within the first ninety (90) days of the notice period, the Disposing Member may sell to persons other than the Company and the Non-Disposing Members, provided that the majority of Non-Disposing Members approve of the disposition and provided further that any disposition must be made on the terms and conditions and to the party specified in the Disposition Notice and must be consummated within the one hundred twenty (120) day notice period.
- 2.7. Notwithstanding the foregoing, a Member may make a transfer (a "Permitted Transfer") to a trust under which (i) the Member is the sole trustee for the entire life of the Member; (ii) the sole authority to vote the Interest is held by the Member for his or her entire life; and (iii) the Member is the sole income beneficiary of the portion of the trust consisting of the Interest while the Member is alive. Such right to transfer to a trust will be subject to the

Company's right to condition such transfer upon a review of the trust agreement by counsel for the Company and the determination of such counsel that the trust satisfies the foregoing requirements. Subsequent amendment of the trust agreement governing such trust shall be deemed a new transfer. Moreover, upon the death of the Member, the trust shall be subject to all of the provisions of this Agreement, including, but not limited to, the option to purchase in Article XII.

3. Dispositions not in Compliance with this Article Void.

Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Section 1, other than in accordance with this Article XIII, shall be, and is declared to be, null and void *ab initio*.

**ARTICLE XIV
DISSOCIATION OF A MEMBER**

1. Dissociation

A Person shall cease to be a Member upon the happening of any of the following events:

- 1.1. The Resignation of a Member.
- 1.2. The Member's becoming a Bankrupt Member;
- 1.3. In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate;
- 1.4. In the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);
- 1.5. In the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;
- 1.6. In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or
- 1.7. In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company

2. Option To Purchase a Dissociated Member's Interest.

Upon the Dissociation of a Member, if the Remaining Members elect to continue the business of the Company:

The Company shall have the right, but not the obligation, to purchase the membership interest from the Dissociated Member. This option to purchase may be exercised by notice to the Dissociated Member within ninety (90) days after the event of Dissociation. Upon such notice and consent, unless otherwise agreed in writing by the Dissociated Member (or the Dissociated Member's Estate or Guardian) and the Company, the purchase price for the interest shall be for the Book Value of the Dissociated Member's interest in the Company, which will be determined by the Company's accountant and its Members and Managers in accordance with the definition of Book Value set forth in this agreement and as supplemented by the application of generally accepted accounting principles. The determination date for the Book Value of a Dissociated Member's interest in the Company shall be the date of a Member's death, disability, bankruptcy, the effective date of any resignation, or any other pertinent date as set forth in Paragraph 1 above. The purchase price to be paid for the interest shall be reduced by the amount of any distributions made by the Company to the Dissociated Member between the date of the event of Dissociation (which shall be the same date as the determination date for Book Value) until the date of closing.

The closing of the purchase of a membership interest under this Section 2 shall take place on the date agreed by the Dissociated Member and the Company, but not later than ninety (90) days after determination of the Book Value of the Member's interest. The purchase price for the interest shall be payable in equal monthly installments based on a ten year amortization with the first installment due thirty (30) days from the date of closing and the last installment due five (5) years from the date of closing. The purchase price will bear interest from the determination date of Book Value until paid in full at the rate of 3.25% per annum.

3. Dissociated Member's Interest.

Upon the Dissociation of a Member, if the Remaining Members elect to continue the business of the Company, the Disassociated Member or his representative shall be entitled to the balance of the Dissociated Member's capital account as of the day or effective date of the event. In computing the amount of any Member's capital account, earnings and losses shall be computed according to the amount shown on the Company books as of the last day of the month preceding the date or effective date of the event and computed in accordance with the methods of account for the preceding months. This amount shall be payable in equal monthly installments with the first installment due thirty (30) days from the date of closing and the last installment due three (3) years from the date of closing. This amount will bear interest from the date of disassociation until paid in full at the rate of 3.25% per annum.

**ARTICLE XV
DISSOLUTION AND WINDING UP**

1. Dissolution

The Company shall be dissolved and its affairs wound up, upon the unanimous written consent of all of the Managers and all of the Members.

2. Effect of Dissolution

Upon dissolution, the Company shall cease carrying on business as distinguished from the winding up of the Company business. However, the Company is not terminated, but rather continues until the winding up of the affairs of the Company is completed.

3. Distribution of Assets on Dissolution

Upon the winding up of the Company, the Company Property shall be distributed:

- 3.1. to creditors, (adequate provision or payment) including Members who are creditors, to the extent permitted by law, in satisfaction of (or adequate provision for) Company Liabilities;
- 3.2. to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Members

4. Winding Up and Certificate of Dissolution

The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the members. The Members may, but are not required to, file Articles of Dissolution with the Department of Community and Economic Development.

**ARTICLE XVI
AMENDMENT**

This Agreement may only be amended upon the written consent or affirmative vote of a Majority of the Members.

MMV 10/15 - 6/00

ARTICLE XVII
MISCELLANEOUS PROVISIONS

1. Entire Agreement

The Company Agreement represents the entire agreement among all the Members and between the Members and the Company.

2. No Partnership Intended for Nontax Purposes

The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Alaska Uniform Partnership Act nor the Alaska Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

3. Rights of Creditors and Third Parties under Company Agreement

The Company Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, the Manager, its Members, and their successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Company Agreement, Admission Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set our hand and seals on the date set forth beside our names.



Bernard I. Souphanavong

5/18/2016

Date



Brandon Souphanavong

5/18/2016

Date

EXHIBIT A

Members	Initial Capital Contribution	Interests
Bernard I. Souphanavong	\$99	99%
Brandon Souphanavong	\$1	1%

Managers
Bernard I. Souphanavong

356478

MAY 18 11:12 AM 2014

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

88 DOUBLE HAPPINESS LLC

626 D STREET ANCHORAGE AK 99501

owned by

88 DOUBLE HAPPINESS LLC

is licensed by the department to conduct business for the period

January 19, 2016 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Chris Hladick

MAY 19 '16 PM 4:03

MAY 19 '16 PM 4:44



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

Date Filed: 10/09/2015
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company

2016 Biennial Report

For the period ending December 31, 2015

Web-10/9/2015 12:49:37 PM

- This report is due on January 02, 2016
- \$100.00 if postmarked before February 02, 2016
- \$137.50 if postmarked on or after February 02, 2016

Entity Name: 9 Lon Properties LLC

Entity Number: 10005367

Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: bernard l souphanavong

Physical Address: 626 D STREET, ANCHORAGE, AK 99501

Mailing Address: 626 D STREET, ANCHORAGE, AK 99501

Entity Physical Address: 626 D Street, Anchorage, AK 99501

Entity Mailing Address: 626 D Street, Anchorage, AK 99501

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
BERNARD SOUPHANAVONG	626 D STREET, ANCHORAGE, AK 99501	100	Manager, Member

Purpose: Commercial Property Management

NAICS Code: 531120 - LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)

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: Bernard Souphanavong

MAY 19 2016 4:48



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

Application For New Marijuana License

88 Double Happiness LLC is applying for a new Standard Marijuana Cultivation Facility License 3 AAC 306.400(1), doing business as 88 DOUBLE HAPPINESS LLC located at 2905 Tanglewood Drive, Anchorage, AK, 99517, 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.

I, Zach Menzel, Sales Representative for the Anchorage Publishing, Co., verify that the New Marijuana License for 88 Double Happiness LLC appeared in the March 3rd, March 10th, and March 17th 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 17 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 18 '16 PM 3:54

CORRESPON- DENCE

From: [Max FunLong](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: 88 Double Happiness LLC #10074
Date: Tuesday, June 07, 2016 1:08:48 PM

To Regulators

It is with great pleasure to be entrusted with Alaska's new venture.

Permits of any kind are privileges, and as such, I promise to do my upmost to adhere to regulations to foster and prosper this opportunity for us today and others following me.....

Respectful and thank you.

B Souphanavong

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["198suzhiyuen@gmail.com"](mailto:198suzhiyuen@gmail.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: 88 Double Happiness LLC license # 10074 DEADLINES 5/24/16 & 8/8/16
Date: Tuesday, May 10, 2016 2:57:00 PM
Attachments: [10074 Incomplete Application Letter .pdf](#)
[FormMJ-18ApplicantResidencyVerification.pdf](#)

Good afternoon,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed.

Thank you

AMCO Staff



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 10, 2016

88 Double Happiness, LLC
DBA 88 Double Happiness, LLC
Via email: 198suzhiyuen@gmail.com

Re: Standard Marijuana Cultivation Facility license application #10074

Dear applicant,

The AMCO Office is reviewing the documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

- MJ-00 Application Certifications
 - The application certifications for both Brandon Souphanavong & Bernard Souphanavong need to be initialed, not just marked with an "x". Please initial the certifications and resubmit.
- MJ-01 Operating Plan
 - Page 3: please provide a sample identification of the badge displayed by each licensee, employee, or agent while on the premises. You provided the information that the badge will show, but not a sample of what is going to look like.
 - Page 7, first box: This section requires a written description of how you will meet the requirement. Please refer back to the page and section in question and provide a written description.
- MJ-02 Premises Diagram
 - Please identify the Restricted Access areas in your diagrams.
 - On your aerial view diagram there are two shaded areas. Are your "first and second floor plans" in the Cultivation Facility shown in this aerial view diagram?
 - On this aerial view diagram please clearly outline the proposed licensed premises.

- MJ-18 Applicant Residency Verification Form
 - We were unable to verify residency requirement using the Permanent Fund Dividend system. Please fill out the enclosed MJ-18 and return to us.
- Proof of Possession for Proposed Premises
 - Please provide a legally binding commercial lease between the landlord and the applicant of the marijuana establishment that includes the landlord and tenant's signatures.
- Entity Documents
 - Please file your initial report with Division of Corporation and provide us with a copy of what you submit to them.
 - Please provide your LLC's operating agreement.

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

NOTIFICATIONS

From: [AMCO Local Government Only \(CED sponsored\)](#)
To: [Miranda Honest \(honestml@muni.org\)](#); [moserak@muni.org](#); ["jonesbar@muni.org"](#); [McConnell, Erika B. \(McConnellEB@ci.anchorage.ak.us\)](#); ["mclaughlinfd@muni.org"](#)
Subject: LG Notification- 88 Double Happiness LLC license #10074
Date: Tuesday, June 07, 2016 12:04:00 PM
Attachments: [10074 LG Notification.pdf](#)

Dear local government officials,

Please find the attached correspondence for a new marijuana establishment license.

Direct all responses 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.

Using the ZendTo drop box. 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 with something 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.

Thank you

AMCO Staff

amco.localgovernmentonly@alaska.gov



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

June 7th, 2016

Municipality of Anchorage
Attn: Mandy Honest
VIA Email: honestml@muni.org

License Number:	10074
License Type:	Standard Marijuana Cultivation Facility
Licensee:	88 Double Happiness LLC
Doing Business As:	88 DOUBLE HAPPINESS LLC
Physical Address:	2905 Tanglewood Drive Anchorage, AK 99517
Designated Licensee:	Bernard Souphanavong
Phone Number:	907-360-1958
Email Address:	198suzhiyuen@gmail.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



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

June 7, 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
88 Double Happiness, LLC #10074

Dear Ms. Franklin:

In accordance with Anchorage Municipal Code 10.80.061A., the Municipal Clerk is protesting the state marijuana establishment license #10074 for a marijuana cultivation facility, doing business as 88 Double Happiness, 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,

Amanda K. Moser
Deputy Municipal Clerk

Concur,

Barbara A. Jones
Municipal Clerk

C: Erika McConnell, Special Assistant to the OECD Director
88 Double Happiness LLC – via email

MISC.

DOCUMENTS

(not in any particular
order)



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:	88 Double Happiness LLC	License Number:	10074		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	88 Double Happiness LLC				
Premises Address:	2905 Tanglewood Drive				
City:	Anchorage	State:	ALASKA	ZIP:	99517

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Bernard Souphanavong
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☒☐

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

88 Naga Alaska LLC Marijuana Concentrate Manufacturing Facility
Initiated License #10076



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.

X

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

X

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

X

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.

X

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.

X

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.

X

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).

X

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

X

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.

X

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.

X

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

X

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.

X



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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.

☐

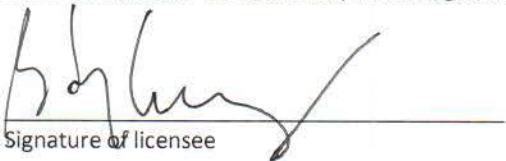
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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

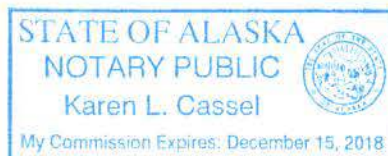
☒

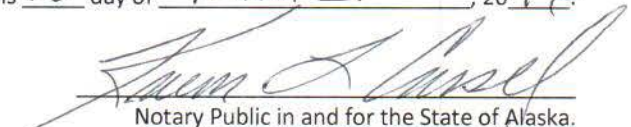
All marijuana establishment license applicants:

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 18 day of APRIL, 2016




Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



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:	88 Double Happiness LLC	License Number:	10074		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	88 Double Happiness LLC				
Premises Address:	2905 Tanglewood Drive				
City:	Anchorage	State:	ALASKA	ZIP:	99517

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Brandon Souphanavong
Title:	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?

☒☐

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

88 Naga Alaska LLC Marijuana Concentrate Manufacturing Facility
Initiated License #10076



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

☒

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

☒

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

☒

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

☒

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

☒

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

☒

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

☒

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

☒

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

☒

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

☒

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

☒

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

☒



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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.

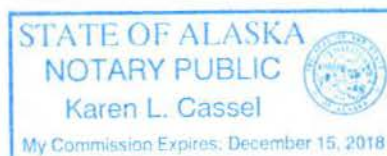
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All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that 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 18th day of April, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018

PROPERTY PREMISE OWNERSHIP

Municipality of Anchorage: Tax ID 010 312 05 000 ROLL: 1 CK:4

NAME: Bernard Souphanavong

SITE: 2905 Tanglewood Drive 99517

Legal: Lots Thirty Four (34) and Thirty Five (35), Block Four (4).
Lake Spenard Park Subdivision, Plat P-42
Filed in the Anchorage Recording District, State of Alaska

Zone : Light Industrial I-1

COMMERCIAL LEASE AGREEMENT

BETWEEN: Bernard Souphanavong
 2905 Tanglewood Drive
 Anchorage, Alaska 99517

AND: Dai Lon Properties LLC
 626 D Street
 Anchorage, Alaska 99501

DATED: April 18, 2016

GOOD UNTIL: Terminated by Bernard Souphanavong

COMMERCIAL LEASE AGREEMENT

BETWEEN: Dai Lon Properties LLC
626 D Street
Anchorage, Alaska 99501

AND: 88 Double Happiness LLC
PO Box 190706
Anchorage, Alaska 99519

DATED: April 18, 2016

GOOD UNTIL: Terminated by Dai Lon Properties LLC

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

88 Double Happiness LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **January 19, 2016**.



Chris Hladick
Commissioner

APR 19 '16 PM 3:55



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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Section 1 – Establishment Information

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

Licensee:		License Number:			
License Type:					
Doing Business As:					
Premises Address:					
City:		State:		ZIP:	

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	
Title:	

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐☐

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

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

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