



MEMORANDUM

TO: Chair and Members of the Board DATE: June 30, 2016
FROM: Cynthia Franklin RE: Raspberry Roots #10098
Director, Marijuana Control Board

This is an application for a new limited cultivation facility in the Municipality of Anchorage by Raspberry Roots, LLC, DBA Raspberry Roots.

Date Application Initiated: 02/25/2016

Date Under Review: 05/09/2016

Incomplete Letter(s) Date: 05/12/2016

Date Final Corrections Submitted: 06/09/2016

Determined Complete/Notices Sent: 06/14/2016

Local Government Response/Date: 06/15/2016 – Protest pending Municipal license and special land use permit

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

3/3/2016 9:21:43 PM

License Number: 10098

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: RASPBERRY ROOTS

Business License Number: 1032945

Designated Owner: Kimberley Kole

Email Address: kimkoleinak@gmail.com

Latitude, Longitude: 61.159000, -149.889000

Physical Address: 501 Raspberry Rd
Anchorage, AK 99518
UNITED STATES

Owner #1

Owner Type: Entity

Alaska Entity Number: 10036166

Alaska Entity Name: Raspberry Roots, LLC

Phone Number: 907-727-6584

Email Address: kimkoleinak@gmail.com

Mailing Address: 501 Raspberry Rd
Anchorage, AK 99518
UNITED STATES

Affiliate #1

Owner Type: Individual

Name: Kimberley Kole

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-727-6584

Email Address: kimkoleinak@gmail.com

Mailing Address: 12651 Schooner Dr
Anchorage, AK 99515
UNITED STATES



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

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:	Kimberley Kole	License Number:	10098		
License Type:	Retail				
Doing Business As:	Raspberry Roots, LLC				
Premises Address:	501 Raspberry Road				
City:	Anchorage	State:	ALASKA	ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Kimberley Kole
Title:	Managing Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☒☐

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

10097, 10190



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.

KAK

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

KAK

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

KAK

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.

KAK

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.

KAK

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.

KAK

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).

KAK

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

KAK

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.

KAK

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.

KAK

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

KAK

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.

KAK



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.

☐

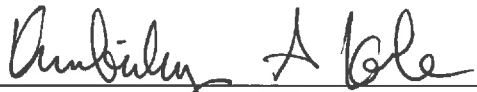
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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

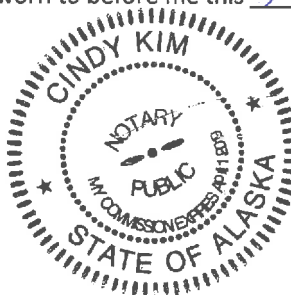
☒

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 3rd day of MAY, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 04/01/2019



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Owner:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

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

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

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

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

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Premises Address:	501 Raspberry Rd.				
City:	Anchorage	State:	ALASKA	ZIP:	99518
Mailing Address:	501 Raspberry Rd.				
City:	Anchorage	State:	ALASKA	ZIP:	99518
Primary Contact:	Kimberley Kole				
Main Phone:	907-727-6584	Cell Phone:			
Email:	kimkoleinak@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

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

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

Restricted Access Areas (3 AAC 306.710):

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

Maintaining the security of all marijuana products requires that access to the premises be monitored and restricted. The restricted access area door will be locked at all times with a spring loaded hinge to ensure it closes behind persons as they enter or leave the secured area. Access will only be granted with a smart lock system, and signage will be displayed on the door indicating that members of the public are not allowed unescorted access. Conspicuous cameras will be placed to encourage people to not attempt access. The facility will be equipped with an alarm system, and video surveillance. Security cameras will be installed throughout the facility that allow for monitoring all areas 24 hours each day including, at a minimum: all entrances and exits, all security doors and restricted access areas, all windows, every portion of the office and safe room, and the exterior of the building to monitor and identify all activity adjacent to the facility. All members of the public who are allowed access to the facility will have to check in at the front entrance door and obtain a visitor badge. All entrants must provide state-issued identification with no exceptions. All visitors must display their visitor badge on their person at all times, with no exceptions. All visitors will be escorted by an employee at all times while on the premises, at a ratio of no more than 5 visitors to 1 employee at a time. The visitor badge will be returned to the employee prior to leaving. A visitor's log will be kept and noted by the escorting employee, including the visitor's name and date, time, and purpose of the visit, and will be made available to the MC Board upon request. The visitor's personal identification card will be kept in security possession the entire time they are within the facility. Not until they have completed their escorted visit will their identification card be returned to them.

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

Maintaining all cannabis products and the security of our agents requires that access to the premises be monitored and restricted. Individuals that will be permitted into the facility will have various degrees of access. Those with unrestricted access to the entire facility, including the cultivation space and the safe room, include the Owners, the Manager on duty, specially-defined agents, and any emergency personnel during the time of an emergency. Limited access will be granted to other agents to include the break room and the cultivation space. No one is allowed in the cultivation space without prior approval and only after changing into clean clothes and/or putting on a lab coat. All other visitors to the facility must remain in the common areas of the offices and restroom facilities at all times. In order to be escorted into restricted areas, a visitor must sign into a log indicating the date, time in and out of the restricted space, and purpose of the visit. The visitor's government-issued ID will be taken and photocopied. The visitor's ID will be kept in security possession the entire time they are within the facility. The visitor's log and copies of visitor's information will be kept and stored as official business records. All visitors will be given a company-issued visitor's badge, which they must display around their neck at all times during the visit so employees know they have permission to be in restricted areas. Visitors may only be up to a 5:1 ratio of visitors to employed agents, and must be physically present with them at all times. Once a visitor's escorted visit has concluded, and their identification is returned, they must leave the premises immediately.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

In order to be escorted into restricted areas, a visitor must sign into the visitor's log indicating the date, time in and out of the restricted space, and purpose of the visit. A photocopy of the visitor's government-issued ID will be taken. The visitor's log and copies of visitor's information will be kept and stored on-site as official business records. The visitors will be escorted by an employee at all times while on the premises. The escorting employee will record all information related to the visitor's presence, including any reportable activity or behavior during the visit. This visitor log will be made available to the MC Board upon request.

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

Matching, colorful lanyards will be worn with the badge to easily identify an employee from any angle.

Please see attached Sample Identification Badge attached hereto as Exhibit A.

**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:

The exterior of the buildings will be well lit. Exterior lighting will be specially designed and positioned to help visually secure the premises and allow the surveillance system to depict individuals up to twenty (20) feet from all entry points. The luminaries will be mounted in inaccessible places and have sturdy housings and lenses to help make them vandal proof. The company will use extremely bright lights to deter crime and ensure maximum visibility. All lights will be (or equivalent of) flood lights 400 watt multi-tap high pressure sodium, and will be checked daily by Management to ensure that each light in the system is operational and well-placed for visibility in security footage and to deter loitering or otherwise unauthorized presence on the premises. The facility plans to install a total of 9-10 exterior lights to be evenly distributed and affixed to the building, and four lights posted around the outer perimeter of the property.

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

The alarm system that will be installed will have an approved monitoring center monitoring the premises activity 24 hours a day, 7 days a week, to ensure the safety of agents and assets, detect any unauthorized intrusion or activity, and notify local law enforcement, if needed. The facility will contract with a third party alarm system and monitoring company to install and maintain all alarm system equipment. The security monitoring company will be in direct contact with our on-site manager and the local law enforcement. Alarm testing will be done every six (6) months. The alarm system will monitor all exterior doors, windows, and roof penetrations. Motion detectors will monitor all areas of the building including the roof and attic areas during all hours not open for business. Any unauthorized intrusion or attempted intrusion will send an automatic, electronic alert to Ownership and local law enforcement. Additionally, the facility will be equipped with strategically-placed panic buttons to provide easy and central access by employees in an emergency. At all hours of the day or night these buttons, if pressed, will trigger the alarm system. At a minimum, the buttons will be located at the front entrance and in the office and safe room. All employees will be aware of the locations of the panic buttons and taught proper use prior to beginning work. Ownership and Management will be educated on the security and alarm systems by the security and alarm system installers. Education on the security and alarm systems will include: proper use, troubleshooting, police response, measures, and controls. The daily manager will be the first to arrive to the facility each morning to disable the alarm system. All security cameras and tapes will be checked each morning at opening to ensure they are functioning. The last agent to leave the facility each night will activate all overnight security devices, and lock all doors and windows. All doors that are not self-locking will be locked using a key, and sensors on windows will be activated at that time.

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:

Through the third party security monitoring center, sensors will be installed on all doors and windows so they register all activity when the alarm system is activated and any intrusion will initiate a response. The alarm system will always be activated when the facility is closed for business. Each morning, the daily manager will disable the alarm system, and the opening agents will check all security cameras and tapes to ensure they are functioning. The last employee to leave at close will activate all security devices and lock all doors and windows. All doors that are not self-locking will be locked using a key, and sensors on windows will be activated at close to monitor intrusions.

**Alaska Marijuana Control Board****Form MJ-01: Marijuana Establishment Operating Plan****Describe your policies and procedures for preventing diversion of marijuana or marijuana product:**

Marijuana products will be stored in a secured, locked area during closed business hours. Restricted access is granted to specific personnel to these locked areas. These secured locked areas have 24 hour video surveillance and video back up for all video footage will be stored for forty (40) days. When the business is open, all products will be on display in specific areas, unreachable to customers. Cameras will be visible and provide a full view of the room, including the entryway, safes, money counting area, and product accounting area. Security monitors and video recording equipment will be located in the Safe Room. Mandatory inventory counts will be taken daily and weekly and stored as official business records. In the event that an employee is caught stealing or illegally distributing marijuana, Raspberry Roots will cooperate as needed with the appropriate law enforcement agencies in the Municipality of Anchorage and/or the State of Alaska. Employees found to be diverting marijuana could be arrested and punished to the fullest extent of the law, and Raspberry Roots will cooperate with all law enforcement directives. All employees will be trained to recognize potential theft, and are required to notify Ownership or Management if they suspect such activity is occurring. All reports and documentation concerning a suspected or actual theft will be maintained by the company for five (5) years and made available to AMCO and its agents and representatives upon request. If any suspected or actual theft occurs, Ownership will contact local law enforcement immediately. Additionally, Ownership will take such steps appropriate and necessary to ensure that an employee's illegal conduct does not compromise or otherwise present a risk to the facility's license and legitimate business operations. Once a theft is reported to law enforcement, Ownership will update the product records in the marijuana inventory control tracking system to maintain an accurate and comprehensive accounting for all marijuana inventory activity. Ownership will also comply with any and all directives, inquiries, and investigations lodged by the MC Board.

Describe your policies and procedures for preventing loitering:

A "No Loitering" sign will be posted on the exterior of the building. Loitering outside the establishment will be met with a request from company agents to leave the premises. The loitering individual would then be given a verbal warning that law enforcement will be notified if they do not comply. The last resort is to reach out to law enforcement personnel for assistance. In the retail area, agents will be constantly interacting with customers. If customers no longer have a purpose inside the shopping area, agents will politely state that we have a "No Loitering" policy and customers are then asked to leave the retail area. If they are waiting on others, we will ask them to wait in our lobby reception area, which is completely separated from purchasing area. The facility will have a single and secure entrance for all regular ingress and egress from the building and for all visitors. The entrance and perimeter of the building will be monitored by security cameras at all times. Agents will maintain a regular and noticeable presence around the property to deter unauthorized entrance. Managers will work with the security company and local law enforcement, if necessary, to secure the premises, prevent business practices which could entice or allow loitering, and escort all loitering individuals off the premises as soon as possible.

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:

Exterior lights will be installed with a motion detector to allow for additional security measures during closed hours and to ensure that outside cameras are able to clearly identify any individuals approaching the premises. Also, motion detectors inside the building will be activated with the alarm system so the 24-hour security monitoring company will be alerted if someone is in the building during closed hours. Motion detectors will monitor all areas of the building including the roof and attic areas. Any unauthorized intrusion or attempted intrusion will send an automatic, electronic alert to the security company, Ownership, and local law enforcement. The facility will be equipped with strategically-placed panic buttons with easy and central access for employees in an emergency to ensure hold-up security. At all hours of the day or night, these buttons, if pressed, will trigger the alarm system. At a minimum, the buttons will be located at the front entrance and in the office and safe room. All employees will be aware of the locations of the panic buttons and taught proper use prior to beginning work. Panic buttons will have a direct correspondence with local police and our 24-hour monitoring company. Panic buttons will be tested every six (6) months with the alarm system.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

In the event that a dangerous, threatening, or unauthorized situation arises in or around the facility and the electronic notification system alerts the local law enforcement, law enforcement will head to the location of breach. Employees will stay away from the location until otherwise told by law enforcement that is safe. Employees will cooperate with local law enforcement and meet local police or the fire department in a safe location. All visitors present on the premises will be asked to leave immediately and escorted to the nearest exit in a safe and organized manner. If an emergency occurs in or around the facility during operation that threatens the facility or the safety of employees and visitors, Management will evacuate the building of all people, including themselves, and await the arrival of the local police or fire department in a safe and accessible location. Once in the store, employees will look for property damages and verify cash and inventories. If anything is damaged or missing, a police report will be filed. Video surveillance will be downloaded and handed over to the appropriate law enforcement personnel for further investigation. Company agents will listen to the advice of local law enforcement at all times. The licensee owner will be the liaison between the business and the police. Law enforcement representatives for Anchorage will be invited to tour the facility and meet the employees in an effort to help the agency further understand the business operations and the building layout. Should any situation arise where law enforcement needs to contact Raspberry Roots Owner Kimberley Kole directly, they will be given a company phone number, as well as direct phone numbers to Ownership, to ensure a good working relationship continues.

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	<input checked="" type="radio"/>	<input type="radio"/>
Both the interior and exterior of each entrance to the facility	<input checked="" type="radio"/>	<input type="radio"/>
Each point of sale area	<input checked="" type="radio"/>	<input type="radio"/>
Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	<input checked="" type="radio"/>	<input type="radio"/>
Clearly and accurately displays the time and date	<input checked="" type="radio"/>	<input type="radio"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input checked="" type="radio"/>	<input type="radio"/>

**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:

Multiple cameras will be used in order to record all areas of the establishment, inside and outside, at multiple angles and at a height that will provide a clear, unobstructed view. Cameras will be carefully placed to prevent any blockage from lighting hoods, fixtures, or other equipment. To ensure clear views for identity, we will use Ultra Resolution, Outdoor 100 ft. Night Vision Security Cameras with extra upgrades to prevent vandalism. All security cameras will be positioned in such a manner as to get the best facial image of anyone present within the building and within twenty (20) feet of the exterior walls. The front entrance door of the facility as well as the exterior emergency exit door will have cameras documenting the face of anybody going in or out of the building. All restricted access doors and the check-in area will have coverage to clearly identify the face of anybody present. All exterior entrances and restricted access rooms will have video coverage documenting the face of the individual entering the room. All exterior corners of the space will have cameras installed to facilitate monitoring of all activity on each side of the building. The parking lot and entrance will have video coverage. Footage from security cameras will be accessible remotely, allowing Ownership to view operations from anywhere. A failure notification system will be installed to provide audible and visual notification of any failure in the electronic monitoring system. During a power outage all video cameras and recording equipment will be run on emergency power with a battery backup system to ensure that they will continue to operate for at least one (1) hour.

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:

The surveillance recording equipment and records will be stored in our most secured room. This room will have an advanced, reinforced security door and will be locked at all times. The door will be equipped with a smart lock (only accessible by authorized personnel) and a spring-loaded hinge to ensure closing. The security system will only be accessible with a password (given to only authorized individuals), so no tampering with data will be possible. Data will be stored onsite on the security system's DVR for a minimum of forty (40) days. Data has the ability to be uploaded to a separate hard drive to maintain records for longer than forty (40) days if there is a pending criminal, civil, or administrative investigation. These recordings will include the time and date stamp, and will be archived in a format that does not permit alteration of the recorded image. Recordings will be available to AMCO and local law enforcement upon request.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram



Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area



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



Video surveillance records are stored off-site





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (3 AAC 306.755):

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

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

☒ ☐

A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment

☒ ☐

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

☒ ☐

Records related to advertising and marketing

☒ ☐

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

☒ ☐

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

☒ ☐

All records normally retained for tax purposes

☒ ☐

Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed

☒ ☐

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

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

All business records will be stored on the cloud so that Ownership, Management, and designated government authorities may have access to them at any time, and to prevent loss due to computer malfunctions. Additional back ups will also be stored on local hard drives and on company computers. All business and regulatory documents, recordings, surveillance, logs, and communications will be stored at the facility and backed up on an off-site server. Records within the facility will be stored in the secured office, separate from all storage of marijuana products and currency. Only Ownership, Management, and authorized agents will have access to the office and all safes inside. Reinforced security walls will be used to separate the office from the rest of the facility. Employees managing facility records will be trained in standard retention policies to ensure that all records are maintained and filed in a consistent and searchable fashion until they may be destroyed.



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



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



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

Raspberry Roots will use the MJ Freeway POS system to increase product security, track the cultivation and movement of all marijuana products, and minimize diversion and illegal practices. This system is highly recognizable by other cannabis-friendly states. MJ Freeway is capable of sharing information with the system the board implements and has plant traceability from seed to sale. MJ Freeway will record and store all completed sales, conversions of manufactured products, and disposal of unusable inventory. Integration between MJ Freeway and Franwell is possible. All employees will be trained in using the system to ensure that: (1) all marijuana cultivated on the premises is identified and tracked from the time the marijuana is propagated through its sale, transfer, or destruction; (2) all establishments transacting to purchase or otherwise receive marijuana products from the facility are licensed; and (3) any loss or theft of marijuana products is promptly reported. Employees will record data at several stages, including: (1) during cultivation; (2) during sale, sample, and transport; (3) during disposal, destruction, and theft. The facility will assign a tracking number to each plant over eight (8) inches tall and enter all inventory into MJ Freeway. Each harvest batch will be given an inventory tracking number and entered. All clones or cuttings will be limited to a batch of fifty (50) or fewer plants and identified by a tracking number. After harvest and processing, employees will record all sales in the system as they are processed. All marijuana used to prepare and package samples for the purpose of testing or for negotiating sales will also be recorded, including: (1) the amount of each sample; (2) the facility that received the sample; and (3) the disposal of any expired or outdated promotional sample returned to the facility. For each batch, employees will record all transportation arrangements and will generate a transport manifest to accompany the batch in transit. Employees will use the system to verify and record each sale and shipment, and the identity of all individuals who arrive at the facility to conduct business. In the event that marijuana products are flagged for disposal, the facility will record the disposal in Metrc Franwell at least three (3) days prior to taking any disposal action. In addition to notifying the appropriate local and/or state authorities, any destruction, loss, or theft of marijuana will be promptly recorded in Metrc Franwell to give notice to AMCO.



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

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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:

The agents hired will not be required to have prior knowledge of coffee, cannabis plants, or the specific policies and procedures used by the company. Agents will be given the necessary education and training once hired to be proficient in their jobs. To ensure all positions are filled at all times and to keep people intrigued with a diversity of tasks, every employee will be cross trained as a receptionist, cashier, and budtender. Qualified candidates will be hired on a three (3) month probationary period during which time they will receive training and evaluation. Training education will include marijuana industry topics, safety, customer care, legal issues, state and federal regulations, and OSHA training. Training and education will take place throughout the year as well as when topics arise that need further explanation to employees. Employees will be trained in security measures for the proper use and security controls of equipment to deter theft. Meetings with all company personnel will be held monthly to provide updated information and procedures to better our business. Managers will be trained in all aspects of the company business. They will be trained in opening procedures and become experts in the inventory tracking system. Managers must know Quality Control Procedures, Inventory Control Procedures, and Sanitation Procedures. Managers will know how to keep accounting records and be responsible for overseeing the general running of the store, and the opening and closing procedures. Budtenders must be very educated on cannabis knowledge. Ownership and Managers will be responsible for ensuring that agents are capable of performing these positions. Agents will be provided with education and training materials. Quality Control Procedures, all Inventory Control Procedures, all Sanitation Procedures, Opening and Closing Procedures, Accounting Practices, Customer Service, POS system, and Security Procedures will constitute minimum training requirements. Agents will be trained on how to check identification and how to use the inventory tracking system. It is a very complicated system, so if any agent is having problems learning the program, they will either be let go or scheduled into a position where it is used less frequently, like a receptionist or a garcener. Agents will be trained on how to handle security and emergency procedures and think defensively if threatening situations occur. Agents will be required to attend a general security class to be taught by Valkyrie Sap. Agents will be trained on how to interact with the variety of customers that will visit the establishment and provide top of the line customer service while remaining safe. The agents will also be given in-depth information of the cannabis products that are sold, cannabis risks and effects, plus all of the mandated information included in the handler's permit. Agents will be trained in cash policies, how to record inventory, and sanitation procedures. The state and local marijuana regulations and laws will be posted in spaces frequently occupied by staff, like the break room, for reference. All new hires will be required to meet with Ownership to go over employment documents, specific tasks, educational materials, facility features, security, position-specific training, and to receive their uniform and supplies. Employees will be expected to learn: (1) Alaska laws, regulations, and codes governing the marijuana industry and marijuana establishments; (2) all of the licensing requirements to act as a marijuana handler and to work in a marijuana establishment; (3) Company standards, operational protocol, and best practices with regard to all phases of the cultivation and sale of marijuana; (4) general safety procedures and security protocol; (5) how to think defensively if threatening situations occur, and how to recognize the signs of impairment, drug abuse, and instability; (5) in-depth information about our particular strains and marijuana related products; (7) in-depth information on the requirements of each room, task, and system; (8) the general federal, state, and local employment regulations by which the Company is governed; and (9) cultivation-specific education.



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:

Raspberry Roots has prepared a disposal plan for disposing of all marijuana that does not meet state testing requirements and the company's internal quality standards for any reason, including, but not limited to, disease, infestation, and mishandling. The following is a list of the expected waste of which Raspberry Roots will be disposing of: (1) waste from marijuana flowers, trim, and solid plant materials; (2) marijuana that is identified as infected or fails to meet quality testing; (3) marijuana plant waste; (4) run off water from the plants during cultivation; and (5) medium used for cultivation and root matter. Rendering marijuana unusable before disposal will ensure that marijuana and marijuana products are safely kept away from the public. The Company will ensure that all marijuana is rendered unusable prior to leaving the facility. Management will maintain a log on the status of all marijuana waste, tracking the type of waste, the date of disposal, the date it was rendered unusable, and the date that it was picked up by the disposal company. All marijuana marked for disposal will be stored in a secured bin, separated from all other products and materials, until it can be rendered unusable. Marijuana waste will be rendered unusable a minimum of once per day (if necessary), before the facility closes. Once rendered unusable, marijuana will be securely stored in locked containers located on the premise. All locks will comply with the highest UL standards. Only authorized personnel will have access to the keys that lock and unlock the disposal containers. The disposed marijuana will not be stored outside the facility at any time. Twice a week (if necessary) a waste truck will collect the waste and dispose of it. To ensure tracking and to ensure that no diversion occurs, a manager will meet with the waste truck driver and collect a signature and the name of the waste truck driver, the date, time, and the type of marijuana waste being collected. This information will be entered into a log by the manager, which will be securely stored and made available to AMCO upon request. The manager will make arrangements with the disposal company if ever the dumpsters are full prior to pick-up.

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

After giving the AMCO at least a three (3) day notice in the Franwell tracking system, the marijuana waste will be ground up with other compostable materials such as food waste, yard waste, vegetable oils, or non-food waste such as paper waste or cardboard.



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:

To render marijuana unusable, Raspberry Roots will grind and incorporate the marijuana waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. The facility will use paper waste, plastic waste, cardboard waste, soil, food waste, yard waste, and/or vegetable-based grease or oils. Management will ensure that the resulting mixture is composed of no more than fifty percent (50%) marijuana by volume, and will log the composition of the mixture, available to AMCO upon request. All marijuana waste will be secured in waste storage within the facility, separate from all other marijuana products, storage, and waste, until such time it is picked up by the waste disposal company under a manager's supervision.



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

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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:**

For all transports of products the establishment will create a Trip Manifest. Trip Manifests will be filed and stored on premises as official business records. The Trip Manifest documents will include the strain name(s), type of product(s), batch number of product(s), amount / weight of product(s), the name of the transporter (will have Marijuana Handler's Card on them during process), the time of departure and expected delivery, and the make, model, and the license plate number of the transporting vehicle. Marijuana flower and products will be in a sealed package / container (up to 5 lb each) in a locked storage compartment within the transport vehicle. No products will be directly visible. The transport vehicle will travel directly between destinations without making any unnecessary stops and a printed Trip Manifest will be on board with the transporter at all times. All marijuana packaging will be uniform with labels secured and prominently displayed. No packaging products or materials can be used in the cultivation, storage, and/or sale process unless accepted into the facility by a member of the quality control unit. All packaging deliveries will be inspected, accepted or rejected, and recorded in the QCU log. All packaging materials that will be sold to marijuana establishments for sale to consumers will be child-proof resistant and not be appealing to children. All plastic packaging will be four (4) millimeters or more in thickness and will be heat-sealed without an easy-open tab, dimple, corner, or flap so that it is difficult for a child to open as a tamperproof measure. The QCU will check all packages to make sure that they will keep all marijuana from contamination and will check to make sure that the packages will not impart any toxic or deleterious substance to the marijuana. Only usable marijuana will be packaged at the facility, and all packaging will not be tampered with. Any packaging done at the facility will be performed in an area specifically set aside for packaging. If the facility is selling usable marijuana in bulk for repackaging and sale to the consumer by other establishments, the wholesale standard unit will not exceed five (5) pounds. If the usable marijuana is being packaged for retail sale, the standard unit will not exceed one (1) ounce. Facility agents will create unit-size loose flowers, rolls, or other forms of unit-sized usable marijuana. Unit packaging for marijuana flower will be done in accordance with industry standards, in 1/8 oz. and 1/4 oz. zip seal stand-up pouches from a reputable vendor, as determined by Ownership's discretion. After agents package bulk flower into units, they will be placed in sanitized, air-tight containers, labeled with all compliant labeling information, and given a barcode for the inventory control system. After all usable marijuana has been placed in bins and are labeled, it will be moved to the secure storage area. The facility will use certified scales in compliance with the Alaska Weights and Measures Act, and will maintain registration and inspection reports at the facility. Upon request by AMCO, Ownership will provide a copy of the registration and inspection reports of the certified scales for review. Labeling materials purchased for resale will be labels that are at least 2 3/4" high by 4" wide and all text printed on the label will be at least 10-point, non-italicized and will be in English. All usable marijuana sold to any marijuana establishment will be labeled with the following information: (1) the name and license number of the cultivation facility; (2) the date the marijuana was harvested; (3) the harvest batch number assigned to the marijuana; (4) the date the marijuana was packaged; (5) the net weight and the quantity of usable marijuana packaged in a standard of measure compatible with the inventory tracking system; (6) a complete list of all pesticides, fungicides, and herbicides used in the cultivation of the marijuana; and (7) the date of expiration, if perishable. A label must be affixed to all shipping containers showing that a licensed marijuana testing facility has tested each harvest batch in the shipment. The label will list: (1) the date of final testing; (2) the cannabinoid potency profile, expressed as a range of percentages that extends from the lowest percentage to highest percentage of concentration for each cannabinoid listed from every test conducted on that strain of marijuana from the same marijuana cultivation facility within the last three months; (3) a statement listing the results of microbial testing; (4) a statement listing the results of residual solvent testing, as applicable; and (5) a statement listing the contaminants for which the product was tested, including molds, mildew, filth, herbicides, pesticides, fungicides, and harmful chemicals.

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

Any vehicle transporting marijuana products will be unmarked and inconspicuous. Vehicles that will be used for transportation of marijuana products will contain a secure and sanitary area affixed to the inside of the transportation vehicle that will lock and will ensure the products cannot be seen by anyone from outside of the transportation vehicle. The secure storage area within the transportation vehicle will be sanitized before and after each use. Prior to departure, a manager will ensure all marijuana is in sealed packages, and locked in the safe and secure storage compartment in the transport vehicle. All employees will be trained and will understand that under no circumstances (absent instruction from a duly authorized law enforcement officer) shall a sealed package containing marijuana be opened during transportation. The vehicle storage box will be a large rectangular industrial container mounted and secured within the vehicle, accessible by a combination lock. The structure will be a large capacity heavy duty storage box lockable and with wheels to protect employees from back injuries. Please see depiction of storage box attached as Exhibit B of this document.



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:

There will only be three (3) signs with the business name on it visible to the general public. Each sign will not exceed 4,800 square inches. The facility will affix and display all required postings on, around, and within the facility, and maintain the visibility and quality of such postings, with up to date information, including: (1) operating hours, (2) certificate of occupancy from the city, (3) the State of Alaska marijuana establishment license certificate (to be displayed prominently), (4) approval to operate the facility, (5) "No Loitering" sign on the front door, (6) "Surveillance Cameras In Use" signs, (7) "Restricted Access" signs, and (8) any required postings by the local jurisdiction such as Exit and Fire Extinguisher signs. The operating hours are from 10:00 AM until 7:00 PM every day, except on nationally recognized holidays when the facility and property will be closed. The operating hours will be posted on the front door of the facility. All planned signage, required postings, logos, and advertisements are to be developed by Ownership and submitted to AMCO prior to being used. At no times will Raspberry Roots utilize any signs, postings, or advertisements that are not approved.

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)

☐ ☐



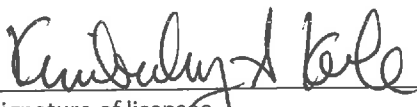
Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**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:

The facility will refuse entrance to any person who does not produce a form of valid photo identification showing that person is twenty one (21) years of age or older. A valid form of identification includes: (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada; and (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. At no time will a person under the age of twenty one (21) be permitted to remain on the premises. If at any time an employee suspects that a person is a minor, the employee will refuse access and have the individual escorted off the premises. The facility will have a separation from the main entrance to the shopping and cultivation areas. This entrance area will be referred to as the Lobby. The entry door from the Lobby to the shopping area will be locked at all times and only accessible with key lock or buzzer entry. The buzzer entry switch will be behind the receptionist desk. The Lobby provides time and organization in which the receptionist will ask customers for government-issued identification and will thoroughly examine ID for all members of the party before buzzing them through the locked door. In addition to passing the Marijuana Handler's Card course, employees in this position will be trained to spot the inconsistencies of forged identifications, and they will be given an ID Guide to help them recognize IDs from other states and countries. Signage will be posted at the main entry door and the shopping area entry door stating "No one under 21 years of age allowed". The sign will be twelve (12) inches long and twelve (12) inches wide, and the letters will be one half inch in height in high contrast to the background of the sign.

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.

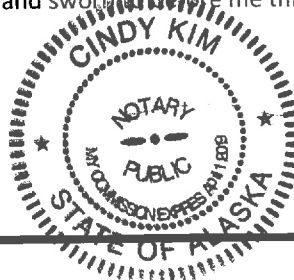


Signature of licensee



Printed name

Subscribed and sworn to before me this 3rd day of May, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 04/01/2019



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

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

Exhibit A



Company Name



(Company Information)

(Employee Information)

(MJ Handler No.)

Exhibit B





Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd, Suites 101 & 102				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Licensee:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>MJ 04: Cultivator Supplemental</p>
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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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:	Kimberley Kole	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Raspberry Roots				
Premises Address:	501 Raspberry Road Suites 101B & 102				
City:	Anchorage	State:	ALASKA	ZIP:	99518



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

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 license premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☒ ☐

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

☒ ☐

Section 3 – Cultivation Plan

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

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

The proposed facility will be approximately 13,000 square feet, with cultivation areas measuring approximately 8,000 square feet. The facility will have one front door for all regular ingress and egress from the building, and one emergency exit door. The facility will have an entrance and lobby area, one office and safe room, one veg rooms, five flower rooms, one mother and cloning rooms, two rooms for marijuana harvesting/drying and processing, two rooms for marijuana packaging and storage, two rooms for storage of all other facility products and materials, one rooms for disposal activity and waste storage, four restrooms (two for women and two for men), and two kitchens and break room. There will be one loading platform for all delivery and pick-up activity.



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

There are several growing mediums which Raspberry Roots will use to grow the marijuana plants. The facility will use hydroponics with a water-only nutrient solution in which the roots of the plant will be suspended. The facility will also use organic growing mediums with a combination of materials and substances, including coconut shell fibers (coco), peat moss, sand, perlite, and vermiculite, combined with or without plant nutrients. The facility will also be outfitted with an automatic irrigation system utilizing hydroponic tables designed in conjunction with a nutrient management system to maximize production yield.

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

The facility will use the following plant nutrients as fertilizer added to the hydroponic water solution or to the growing medium: (1) Nitrogen; (2) Phosphorus; (3) Potassium; (4) Sulfur; (5) Calcium; (6) Magnesium; (7) Iron; (8) Manganese; (9) Boron; (10) Copper; (11) Zinc; (12) Molybdenum; (13) Chlorine; (14) Nickel; and (15) Silicon. The facility will use some amount of the following non-fertilizer plant elements as gases absorbed through the plant roots or plant leaves: (1) Hydrogen; (2) Oxygen; and (3) Carbon. The facility will use carbon dioxide (CO₂) as a gas distributed in the growing rooms by pressurized cylinders of carbon dioxide. The gas is used to supply the plant roots and plant leaves with oxygen and carbon. The parts per million (ppm) of carbon dioxide gas distributed to each growing room will be constantly electronically monitored and set to turn on and off when the ppm concentration of CO₂ gas falls below or rises above a set concentrate. The facility will use hydrogen peroxide and chlorine bleach as cleaning agents.

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

The facility will use hand watering techniques or drip irrigation methods for plants growing in individual containers. There will be very little to no water run-off from these watering systems. The facility will use a closed system automated watering system to recirculate the water and nutrient solution for hydroponic growing. The facility will contain all waste water and water solutions used to water the plants in a large mobile storage tank for distribution and recycling to growing outdoor plants in containers at the facility or supplying nutrients to plants growing outdoors in area landscapes.



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

Raspberry Roots will implement a thorough Disposal Plan to safeguard marijuana consumers, employees, and the community from the potential hazards presented by marijuana waste. The expected waste that the Company will be disposing of includes: (1) waste from marijuana flowers, trim, and solid plant materials; (2) marijuana that is identified as infected or fails to meet quality testing; (3) marijuana plant waste; (4) run off water from the plants during cultivation; and (5) medium used for cultivation and root matter. The Company will ensure that all marijuana waste is rendered unusable prior to leaving the facility. Management will maintain a log on the status of all marijuana waste, tracking the type of waste, the date of disposal, the date it was rendered unusable, and the date that it was picked up by the disposal company. To render marijuana unusable, Raspberry Roots will grind and incorporate the marijuana waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. Non-compostable solid wastes include paper waste, plastic waste, cardboard waste, and soil. Compostable solid wastes include food waste, yard waste, and vegetable-based grease or oils. Management will ensure that the resulting mixture is composed of no more than fifty percent (50%) marijuana by volume, and will log the composition of the mixture in the disposal log, which will be made available to AMCO upon request. The disposal log will be kept as part of the Company's business records. Marijuana waste will be rendered unusable using this method a minimum of once per day, before the facility closes. Once rendered unusable, marijuana will be securely stored in locked containers located on the premise. All locks will comply with the highest UL standards, and only authorized personnel will have access to the keys that lock and unlock the disposal containers. The disposed marijuana will not be stored outside the facility at any time. Twice a week, a waste truck will collect the waste and dispose of it. To ensure tracking and to ensure that no diversion occurs, a manager will meet with the waste truck driver and collect a signature and the name of the waste truck driver, the date, time, and the type of marijuana waste being collected. This information will be entered into the disposal log, which will be securely stored and made available to AMCO upon request. A manager will make arrangements with the disposal company if ever the dumpsters are full prior to pick-up.

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:

The facility will be constructed and outfitted to maximize odor control efforts through the strategic use of climate control, air filtration, ventilation, and exhaust. The facility will grow all the plants in individual growing rooms. In each growing room there will be several large carbon filters placed on recirculating commercial fans filtering the air for particulates and odor. The ambient air outside of the grow rooms, and circulating in the building will have a closed system air conditioner also filtering the air for particulates and odor while maintaining the building's air temperatures. The air filtration and circulation systems will be essential to controlling heat buildup and eliminating exhaust odors. The air circulation in the facility will be designed in conjunction with the grow lights to counteract the heat emission from the lighting system. Exhaust fans will be fixed to eliminate heat and excess oxygen.



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 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:

Raspberry Roots understands and will comply with all testing regulations to ensure our product exceeds the testing requirements. The facility will grow all plants with an individual number, tracking the plant's life cycle. The facility will track and package the flower bud harvested from the individually-number plants into batches of five (5) pounds. The facility will provide a sample of each harvest batch produced at the facility to a testing facility and will not sell or transport any marijuana until all laboratory testing has been completed. The facility will collect a random, homogenous sample by segregating harvested marijuana into batches of individual strains of bud and flower, and selecting a random sample from each batch. The facility will have a designated individual responsible for collecting each sample, and that individual will prepare a signed statement attesting that each sample was randomly selected, provide a signed statement to the testing facility, and maintain a copy as a business record. The facility will transport the sample to the testing facility's premises in compliance with the state regulations and the company's transportation policies. The facility will segregate the batch from which the sample was selected until the testing facility reports the results from its tests. During the period of segregation, the facility will maintain the batch in secure, cool, and dry storage to protect the marijuana from contamination. The facility will not sell or transport any products from the batch until the testing facility has completed its testing and provided those results, in writing, to the facility. The facility will maintain the results as part of its business books and records. Raspberry Roots will fully comply with any request from the Director of the AMCO for a random sample from any medium used for growing, soil amendments, fertilizers, crop production aids, pesticides, or water, and shall bear the expense for all such requests.



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:

[N/A]



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

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<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:

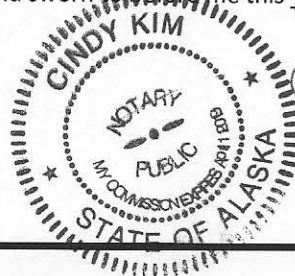
The facility will not place a sign on the building indicating the growing or cultivation of marijuana plants within the facility. Raspberry Roots will only show signage indicating the physical address of the building. All facility windows shall be opaque to ensure that no marijuana product, marijuana, and/or marijuana plants are visible to the public from outside the facility. The facility will have no markings on their vehicles to indicate the growing or cultivation of marijuana. The facility will be outfitted with reinforced security walls to separate all public areas of the premises from all cultivation areas, marijuana processing and storage areas, and restricted access areas. No individuals will be permitted on the premises without checking in with and being escorted by an authorized employee. All movement, transport, or otherwise ingress or egress of marijuana products will be discrete, utilizing the designated loading platform. All marijuana products will be securely packaged, labeled, and organized for transport within the facility before being moved out of the buildings.

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.

Kimberley A Kole
Signature of licensee
Kimberley A Kole
Printed name

Subscribed and sworn to before me this 3rd day of MAY, 2016.



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 04/01/2019



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

(Additional Space as Needed):



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Owner:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>MJ-07: Public Notice Posting Affidavit</p>
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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:	Kimberley Kole	License Number:	10098		
License Type:	Standard Cultivation				
Doing Business As:	Raspberry Roots, LLC				
Premises Address:	501 Raspberry Rd				
City:	Anchorage	State:	ALASKA	ZIP:	99518

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: 03/04/2016 End Date: 03/24/2016

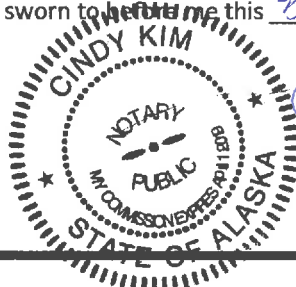
Other conspicuous location: Fred Meyers on Dimond Rd

Other conspicuous location: _____

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.

Kimberley A Kole
Signature of licensee

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



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 04/01/2019



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:	Kimberley Kole	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Raspberry Roots				
Premises Address:	501 Raspberry Road Suites 101B & 102				
City:	Anchorage	State:	ALASKA	ZIP:	99518

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:

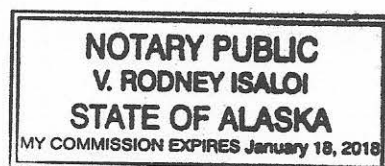
Start Date: 06/01/16 End Date: 06/06/ 16

Other conspicuous location: Fred Meyers on Dimond Rd

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.

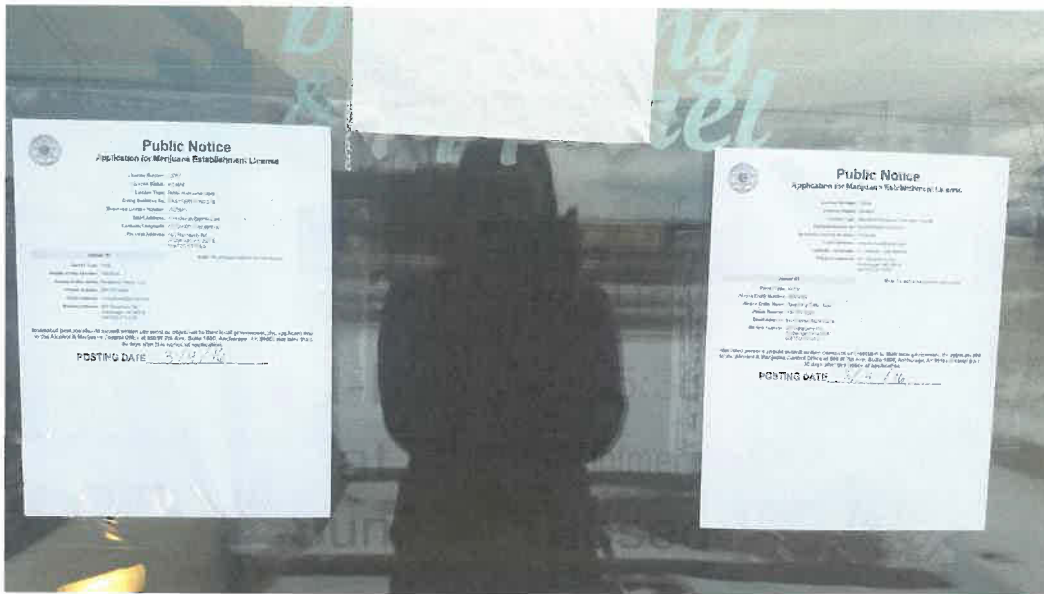
Kimberley Kole
Signature of licensee

Subscribed and sworn to before me this 9th day of June, 2016.



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 01-18-18





Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a 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:	Kimberley Kole	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Raspberry Roots				
Premises Address:	501 Raspberry Road Suites 101B & 102				
City:	Anchorage	State:	ALASKA	ZIP:	99518

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: Anchorage Assembly

Date Submitted: June 9, 2016

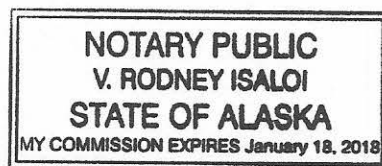
Community Council: Taku/ Campbell
(Municipality of Anchorage and Matanuska-Susitna Borough only)

Date Submitted: June 9, 2016

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.

Kimberley Kole
Signature of licensee

Subscribed and sworn to before me this 9th day of June, 2016.



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 01-18-18



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a 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:	Kimberley Kole	License Number:	10098		
License Type:	Standard Cultivation				
Doing Business As:	Raspberry Roots, LLC				
Premises Address:	501 Raspberry Rd				
City:	Anchorage	State:	ALASKA	ZIP:	99518

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: Anchorage Assembly

Date Submitted: March 10, 2016

Community Council: Taku/ Campbell

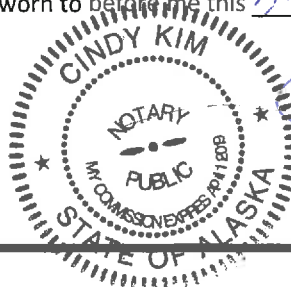
Date Submitted: March 10, 2016

(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.

Kimberley A Kole
Signature of licensee

Subscribed and sworn to before me this 3rd day of MAY, 2016.



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 04/01/2019



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd, Suites 101 & 102				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Licensee:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>MS 09: Statement of Financial Interest</p>
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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:	Kimberley Kole	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Raspberry Roots				
Premises Address:	501 Raspberry Road Suites 101B & 102				
City:	Anchorage	State:	ALASKA	ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Kimberley Kole
Title:	Managing Member
SSN:	[REDACTED]



Alaska Marijuana Control Board

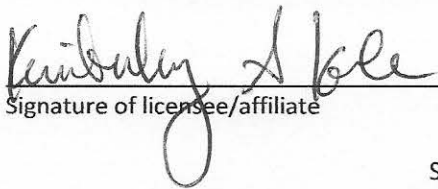
Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

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



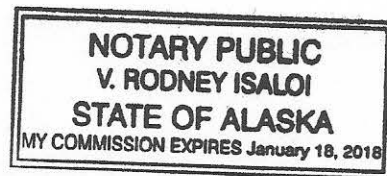
Signature of licensee/affiliate

Subscribed and sworn to before me this 9th day of June, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 01-18-18





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Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd, Suites 101 & 102				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Licensee:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>Proof of Possession for Proposed Premises Master Lease</p> <p>RECEIVED JUN 10 2016</p> <p>BY: _____</p>
-----------------	--

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WAREHOUSE SPACE LEASE

AGREEMENT OF SPACE LEASE, (hereafter, "Space Lease,"), made this 24th, day of March 2016 between: BUILD, LLC, (hereafter, "Landlord"), and OLEANDER, INC., (hereafter, "Tenant"), of Space Lease as described in Section 1.01.

The Property: 501 Raspberry Road, Suite 101 & 102, Anchorage, Alaska 99518
Legal Description: Raspberry Industrial Park Blk 2 Lt 4

Landlord owns a building and surrounding property on the above-described real property and Tenant desires to lease space within such building and surrounding property, (hereafter, "Premises"), from Landlord under the terms and conditions herein contained.

NOW, THEREFORE IT IS AGREED:

ARTICLE I SPACE LEASE

Section 1.01 DESCRIPTION OF SPACE LEASE

Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 13,855 square feet of rentable retail/warehouse/mezzanine space, as depicted on the attached Marketing Brochure provided by Landlord to Tenant and attached hereto and incorporated by reference into this Space Lease as Exhibit "A", and associated parking area, as depicted on the attached diagram provided by Landlord to Tenant and attached hereto and incorporated by reference into this Space Lease as Exhibit "B", and access to a mutually shared Loading Dock.

Section 1.02 CONDITION OF PREMISES

Landlord shall install separate metering systems for all utilities servicing the Premises. Other than the improvements specifically identified in this Space Lease, Tenant shall accept the leased space "as-is."

Section 1.03 SERVICES FURNISHED BY THE LANDLORD

Landlord shall furnish and pay all costs for:

1. Real Property Taxes.
2. Building Insurance.
3. The purchase of and installation of separate utility metering systems for the Premises.
4. Maintaining the roof and overall structure of the Premises.

Landlord shall not be liable for damages or otherwise for failure, stoppage or interruption of any services or utilities unless Landlord is the proximate cause for such failure, stoppage or interruption.

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JUN 10 2016

BY: _____

Section 1.04 SERVICES FURNISHED BY THE TENANT

Tenant shall be responsible for:

1. Installation and monthly service fees for Telephone services, Internet / Cable services, and all other required services at the Space Lease.
2. Regular maintenance of operating equipment (plumbing, mechanical and electrical, including replacement of bulbs/ballasts) within and at the Space Lease.
3. Personal property and liability insurance for the Space Lease.
4. Snow removal in the southern parking lot of the Premises.
5. Separately metered utilities, i.e., gas, electricity, water and etc. used within and at the Premises.

Section 1.05 QUIET ENJOYMENT

(A) Tenant, upon paying for rents and performing all of the terms and covenants on its part to be performed, shall peacefully and quietly enjoy the Premises under the terms of this Space Lease.

(B) Landlord shall have the right to enter the Premises during reasonable business hours, with a prior 24 hour notice to Tenant, for the purposes of providing maintenance or inspecting the Premises. However, due to the nature of the business that will be conducted at the Premises, the integral regulatory scheme governing such business type, Tenant must first approve Landlord's request to enter, and Landlord must ensure that any person it sends as its agent for purposes of maintaining or inspecting the Premises must be 21 years of age, have a valid government issued identification, agree to signing in on the company's visitor log and produce identification to Tenant or Tenant's agent, and stay within the eyesight of Tenant or Tenant's agent as required by the State of Alaska's marijuana control board regulations.

(C) Landlord, and all of Landlord's agents and representatives, which enter the Premises for any reason whatsoever, including the aforementioned reasons of maintenance and/or inspection, shall agree to a confidentially agreement to not discuss with anyone outside of the Premises, except the Landlord, any and all activity they witness or overhear in regards to the cultivation or manufacturing of marijuana, the equipment being used or the operational design within the Premises.

Section 1.06 CONTROL OF COMMON AREAS

The common area about the Premises (the exterior parking lot) shall be subject to the control and management of the Landlord. Landlord shall have the right, after good faith discussions and considerations of Tenant's concerns due to its need for parking for its retail facility, to construct, maintain and operate lighting and other improvements in all said areas; to police the same; to change the area, level, location and arrangement for parking areas and other facilities, provided Tenant shall have the same amount of parking area available after said changes and provided that such changes do not materially and negatively alter Tenant's business. Nothing contained in this Section 1.06 shall be misconstrued as limiting or alternating Tenant's exclusive right to 17 parking spaces

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JUN 10 2016

BY: _____

identified on the attached Exhibit "B", which is hereby incorporated by reference into this Space Lease.

Section 1.07 SIGNAGE

All signage shall be approved by the Municipality of Anchorage and with prior written permission from Landlord. This permission shall not be unreasonably withheld and signage requests shall be responded to within 48 hours of Tenant requesting signage approval from Landlord.

Section 1.08 PARKING

Tenant has the exclusive rights to 17 parking spaces identified on the attached Exhibit "B", which is hereby incorporated by reference into this Space Lease.

ARTICLE II TERM

Section 2.01 LENGTH OF TERM

(A) The term of this Space Lease shall be for ten (10) years following the Commencement Of Term, unless sooner terminated or extended as herein provided.

(B) Tenant shall be allowed to terminate this Space Lease at the end of the first five (5) year period. Tenant shall notify Landlord in writing before November 2020 of their intention to terminate this Space Lease. If terminated, Tenant shall pay one (1) additional month's rent for May 2021. Upon inspecting the Space Lease Premises, Landlord will return Tenant's Security Deposit less any reasonably appropriate wear and tear damages assessed by Landlord. If the Tenant wishes to continue this Space Lease for the 2nd five (5) year period, no action is required on the part of the Tenant.

(C) Early Termination of Space Lease: Tenant shall have the option to terminate this Space Lease, and be released from all obligations, responsibilities and provisions herein if the State of Alaska and/or other controlling license authorities do not approve Tenant's application for a Marijuana Cultivation License. Tenant will have fifteen (15) business days, from the date in which the State of Alaska and/or other controlling license authorities provide Tenant with written notice of approval or denial on Tenant's aforementioned application, to terminate or verify Tenant's approval to continue with this Space Lease. If Tenant chooses to exercise this option to terminate, Tenant shall forfeit any rents paid and owed as well as their Security Deposit.

Section 2.02 OPTION TO PURCHASE

Tenant shall have the right to exercise an Option to Purchase the entire building and surrounding property (i.e., not just the Premises identified in this Space Lease) on an annual anniversary basis. During the first five (5) years of this Space Lease, beginning on the Commencement Of Term date of April 1, 2016 and ending March 31, 2021. Should Tenant exercise their Option To Purchase, an MAI appraiser shall be selected by a 3rd party, and the appraised value shall be set as the purchase price. This purchase price is to be no less than \$1,900,000.00 and no more than \$2,300,000.00. During the second

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five (5) years of this Space Lease, beginning with the 6th year, or April 1, 2021 through March 31, 2026, should Tenant exercise their option to purchase the building, the low cap of \$1,900,000.00 shall remain in effect, but the high cap of \$2,300,000.00 shall be removed and the appraised value shall be set as the purchase price. Tenant shall provide a minimum of ninety (90) days advanced written notice if they choose to exercise their Option To Purchase the entire building and surrounding property.

Section 2.03 COMMENCEMENT OF TERM

The term of this Space Lease shall commence on April 1, 2016.

Section 2.04 HOLD OVER

If the Tenant shall hold over after the expiration date of this Space Lease term, such tenancy shall be from month to month and subject to all the terms, covenants and conditions of this Space Lease, except that the rent for each hold over month or thereof will be one hundred fifty percent (150%) of the monthly rental provided herein for the last month of the term of this Space Lease.

Section 2.05 SURRENDER OF POSSESSION

Upon expiration or on the sooner termination of this Space Lease, Tenant shall peacefully and quietly leave, surrender and yield to Landlord all and singular the Premises, broom clean, in good order and repair, ordinary wear and tear excepted, together with all alteration, additions and fixed improvements which have been made upon the Premises, except personal property or moveable trade fixtures put in at the expense of the Tenant. If the last day of the term of this Space Lease falls on Sunday, this Space Lease shall expire on the business day immediately following. Tenant, on or before said date, shall remove all such property from the Premises. Tenant shall indemnify Landlord against loss or liability resulting from such delay by Tenant, including without limitations any claims made by any succeeding Tenant founded on such delay.

Section 2.06 POSSESSION

Landlord shall give possession of the Premises on the Commencement Of Term date as so stated in this Space Lease to the Tenant. If Landlord is unable to give possession of the Premises on the date herein fixed for the Commencement Of Term, this Space Lease and all its provisions, including the date herein fixed for expiration of the Space Lease, shall nevertheless continue in full force and effect, and Tenant's monthly Base Rent for that month shall be pro-rated to reflect the delay of delivery of the Premises. Tenant's remedies are the following:

- a. The Commencement Of Term date and expiration date shall be extended in accordance with the actual date of Tenant's occupancy.
- b. In the event said occupancy is delayed by Landlord's inability to provide said Premises for Tenant, beyond thirty (30) days from the anticipated Commencement Of Term, Tenant shall have the right to terminate this Space Lease in its entirety. In such event, Landlord shall return all and

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any Base Rent and/or Security Deposit payments to Tenant and neither Tenant nor Landlord shall have any liability to the other.

- c. It is acknowledged and accepted by Tenant that Landlord may be unable to complete all Landlord's provided improvements by the occupancy date. Tenant, at Tenant's option, may agree to accept such condition and allow Landlord to complete by or on a mutually agreeable date.

ARTICLE III BASE RENT

Section 3.01 COVENANT TO PAY BASE RENT

Tenant covenants to and shall pay to Landlord at:

BUILD, LLC
P.O. Box 110409
Anchorage, Alaska 99511

Or Tenant may directly deposit payments into a bank account of Landlord's designation.

Or at such other place as Landlord may designate, in advance, on the first day of each calendar month during the term hereof, the Base Rent payment due each month shall be as follows:

Period	Base Rent Monthly Payment
Year 1: 4/01/2016 - 3/31/2017	\$ 14,000.00
Year 2: 4/01/2017 - 3/31/2018	\$ 14,250.00
Year 3: 4/01/2018 - 3/31/2019	\$ 14,500.00
Year 4: 4/01/2019 - 3/31/2020	\$ 14,750.00
Year 5: 4/01/2020 - 3/31/2021	\$ 15,000.00
Year 6: 4/01/2021 - 3/31/2022	\$ 15,300.00
Year 7: 4/01/2022 - 3/31/2023	\$ 15,606.00
Year 8: 4/01/2023 - 3/31/2024	\$ 15,918.12
Year 9: 4/01/2024 - 3/31/2025	\$ 16,236.48
Year 10: 4/01/2025 - 3/31/2026	\$ 16,561.21

Section 3.02 INCREASE IN REAL PROPERTY TAXES OVER BASE YEAR:

Tenant agrees to pay a pro-rata share of any increases in Real Property Taxes over the base year of 2016. Any increase shall be on a pro-rated basis of Tenant's square footage of occupancy. Total building area according to the Anchorage Municipality tax bill is 19,040 square feet. Tenant's pro-rata portion of any increase shall be 70.59% ($13,440/19,040 = 0.705882$).

Section 3.03 CURRENCY / CASH PAYMENTS FOR BASE RENT

Due to the nature of Tenant's business as stated in the hereinafter Section 4.01 Use of Premises, the business may from time to time ask the Landlord to except cash

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money as payment for the monthly Base Rent. The Tenant's business is mostly a cash business and current banking entities restrict the amount of cash money the business may deposit in a bank checking account.

Section 3.04 SECURITY DEPOSIT

Upon execution of this Space Lease, Tenant shall deposit with Landlord the sum of \$ 15,000.00 as a Security Deposit for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Space Lease.

Landlord may use, apply or retain the whole or any part of the Security Deposit so deposited for the payment of any Base Rent in default or for any other sum, which Landlord may expend or be required to expend by reason of Tenant's default.

In the event Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant within thirty (30) days after the time fixed as the expiration of the Space Lease and after the removal of Tenant and the surrender of the Premises to the possession of the Landlord. Tenant shall not be entitled to any interest on such Security Deposit.

In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the Security Deposit, or the remaining balance thereof, Landlord may return the Security Deposit to the original Tenant, regardless of one or more assignments of Tenants in this Space Lease.

Section 3.05 LATE CHARGE ON UNPAID RENT

A late charge of five percent (5%) of any Base Rent (see Section 3.01 for Base Rent Monthly Payments), or any other sum due to the Landlord hereunder, shall be assessed by the Landlord against the Tenant and applied to each and every payment not received at the designated place of payment on or before the fifteenth (15th) day following the date when such payment is due.

Section 3.06 SERVICE CHARGE ON PAST DUE AMOUNTS

If the Tenant fails to pay any Base Rent, or any other sum due to the Landlord when the same is due and payable hereunder, any and all such unpaid amounts shall bear interest 30 days from the date due to the date of payment at twelve percent (12%) per annum or 1.0% per month.

ARTICLE IV USE OF PREMISES

Section 4.01 USE OF PREMISES

Tenant shall use the Premises for marijuana cultivation, marijuana product manufacturing, a marijuana retail store, and marijuana wholesale distribution. A marijuana retail store and wholesale distribution includes, but without limitation, marijuana paraphernalia, branded clothing, accessories and related merchandise.

All operations shall be appropriately licensed by the State of Alaska, and shall follow all rules and regulations set forth by the State and the Municipality of Anchorage.

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Section 4.02 COMPLIANCE WITH LAWS

Tenant shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now elected or hereafter amended in any manner affecting the Space Lease, whether or not any such law, ordinance or regulation which may be hereafter enacted involves a change of policy on the part of the governmental body enacting as the same. Tenant further agrees it will not permit any unlawful occupation, business or trade to be conducted on said Premises or any use to be made thereof contrary to any such state law, local ordinance or local and state regulation.

Section 4.03 RULES AND REGULATIONS OF BUILDING

(A) As a condition of this Space Lease, Tenant shall comply with all reasonable rules and regulations promulgated by Landlord from time to time for all tenants in the building and surrounding property; however, no rule or regulation that causes a material and adverse impact on Tenant's business shall apply to Tenant.

(B) The proposed use of the Premises is to operate as a state licensed marijuana establishment. In the event Tenant, despite its best efforts, is unable to obtain a state license and local use permit approvals, Tenant shall, at Tenant's election, be released from the terms and obligations of this Space Lease, but shall forfeit its Security Deposit and any months of Base Rent already paid to the Landlord as of the date Tenant determines it is unable to obtain or operate under appropriate licenses and permits.

(C) In the event there are changes in the laws, that make the business of Tenant illegal or not feasible to engage in, Tenant shall be released from the terms and obligations of this Lease.

**ARTICLE V
MAINTENANCE, REPAIR, ALTERATIONS**

Section 5.01 COVENANT TO MAINTAIN AND REPAIR

(A) Tenant shall, during the term of this Space Lease and any renewal extension thereof, at its sole expense, keep the interior of the Premises in good order and repair as it was on the date of actual delivery of possession of the Premises, reasonable wear and tear and damages by accidental fire or other casualty excepted, and be responsible for all day to day janitorial and light bulb and fluorescent tube replacement services and the associated expense. Tenant shall be responsible for the maintenance of all the above ground plumbing fixtures and plumbing lines, mechanical features, and electrical conduits that are specifically used within Tenant's Premises and not in the common areas of the building and surrounding property.

(B) Landlord during the term of this Space Lease and any renewal or extension thereof shall keep the structural supports and exterior walls of the Premises in good order and repair. Within the common areas of the building and surrounding property, the Landlord shall maintain and repair the below ground plumbing structures, plumbing fixtures and plumbing lines, mechanical features and mechanical features Tenant does not have access to, electrical conduit, equipment for the general supply

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of hot and cold water, heating, cooling, ventilation and electricity, except that the Tenant shall be responsible for any and all repairs to the above list as a result of alternations or damages thereto by Tenant, its employees, customers, servants, agents, licensees or invitees.

Section 5.02 ALTERATIONS, ADDITIONS

(A) Tenant agrees that they:

1. Shall not cut or drill or otherwise deface or injure the exterior of the building without the Landlord's prior written consent, which such consent shall not be unreasonably withheld or delayed;

2. Shall not obstruct or permit the obstruction of any light or skylight in or upon the building, or the adjoining sidewalk or street, or the entrance, or any other part of the building to the exclusive use of which Tenant is not entitled; nothing in this Section 5.02 (A) (2.) is meant to restrict Tenant's ability to obstruct light or skylight in Tenant's interior space of the Premises;

3. Shall comply with all reasonable regulations of Landlord designated to promote the safety or good order of the building, as long as said regulations do not have a materially adverse impact on Tenant's business;

4. Shall not, with the exception of improvements, alterations, and additions that are necessary to comply with the State and local rules and regulations and to effectuate the agreed upon use of the Premises for purposes of cultivation of marijuana, manufacturing of marijuana products, and retail sales (i.e., light fixtures, security systems, ventilation improvements, etc.), without the Landlord's prior written consent obtained in each instance, make any alteration, additions, or improvements in or about the Premises. Tenant has the discretion to make improvements, alterations, and additions necessary to comply with State and local rules and regulations and to operate in and on the Premises for Tenant's intended purposes.

5. Shall, without the Landlord's prior written consent obtained in each instance, make any alterations or additions to the (i) electrical wiring, (ii) plumbing, heating or ventilating equipment, appliances, or systems, (iii) water, sewer or gas lines, equipment, appliances or systems, (iv) water mains or pipes to supply water for refrigeration or ventilating apparatus, or, (v) other equipment, machinery, apparatus, or installation in or about the Premises. Tenant will, upon Landlord's written request, provide the Landlord with periodic updates on the physical changes it has made or plans on making to the Premises.

(B) Landlord agrees and acknowledges that the Tenant:

1. Has fully disclosed their intended USE OF PREMISES in Section 4.01 of this Space Lease.

2. Will be conducting standard and proprietary marijuana industry business operations, including cultivation, manufacturing and all things

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related that are of a very proprietary nature and provides the Tenant with a competitive advantage over other marijuana establishments.

3. Will be creating, designing, building, installing and purchasing the entire gamut of Tenant improvements, alterations and additions to the Premises at their own expense. The Tenant requires the freedom to fully manage the Space Lease, including the Premises on the Tenant's own terms.

Section 5.03 PROHIBITION OF LIENS

Tenant and Landlord shall not do or suffer anything to be done causing the Space Lease and/or Premises to be encumbered by liens of any nature, notes and/or mortgages and shall whenever and as often as any lien is recorded against said property, purporting to be for labor or materials furnished or to be furnished to the Tenant or Landlord, discharge the same of record within thirty (30) days after the date of filing.

Section 5.04 NOTICE OF NON-RESPONSIBILITY

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant on credit, and that no lien of any nature or type shall attach to or affect the reservation or other estate of Landlord in and to the Premises herein demised. At least seven (7) days before commencement of any work that is or may be the subject of a lien for work done or materials furnished to the Premises, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of non-responsibility or to take any other steps Landlord deems appropriate to protect its interests.

ARTICLE VI ASSIGNMENT AND SUBLETTING

Section 6.01 ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage or encumber this Space Lease, in whole or in part, or sublet all or any part of the Premises without prior written consent of Landlord. Such consent by Landlord shall not be unreasonably withheld or delayed. An exception to the foregoing statement allows the Tenant to sublease the Premises without prior approval from Landlord to a sublessor whom is operating in conjunction with and/or under a contractual management agreement with Tenant, whereas Tenant will be providing the operational management oversight. Tenant shall provide Landlord written notice if it elects to utilize this right. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Space Lease is assigned or if the Premises or any part thereof is occupied by anyone other than the Tenant, Landlord may collect Base Rent from the assignee or occupant, and apply the net amount collected to the Base Rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, under tenant or occupant as Tenant, or as a release of Tenant from the further performance to the provisions on its part to be observed or performed herein. Notwithstanding and assignment or sublease, Tenant shall remain fully liable and shall not be released from

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performing any of the terms, covenants and conditions of this Space Lease. Any assignment, hypothecation or sublease of this Space Lease, or any part thereof, whether by operation of law or otherwise, except as explicitly allowed for in this Section 6.01, without the written consent of Landlord, shall be avoidable at the option of Landlord.

ARTICLE VII INSURANCE AND INDEMNITY

Section 7.01 INDEMNIFICATION OF LANDLORD

(A) Tenant shall indemnify, defend and save Landlord harmless for all suits, demands, claims, actions, damages, liability and penalties, judgments, awards, interest, cost and expenses, including all reasonable and actual attorney's fees incurred in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, said Premises.

(B) In no event shall Landlord be liable to Tenant for any injury to any person or damage to anything in or about the Premises unless such loss, damage or injury is caused by the negligence of the Landlord. None of the agents or employees of the Landlord shall be responsible for any of the liabilities, obligations or agreements of Landlord under this Space Lease.

Section 7.02 INSURANCE

Tenant shall maintain insurance coverage at its own cost and expense. The following coverage requirement and conditions shall apply:

(A) Physical Damage Insurance in an amount adequate to cover the full cost of all decorations, fixtures, contents and improvements in the Premises, as referenced in the Space Lease, in the event of fire, vandalism, malicious mischief, or other casualty generally included in extended coverage policies.

(B) General Comprehensive Liability Insurance with single limits coverage in an amount of two million (\$2,000,000) for personal injury, property damage and third party liability.

(C) Such insurance may not be canceled or amended without thirty (30) days written notice by certified or registered mail to Landlord by the insurance company.

(D) Landlord will not be entitled to be paid from or for any insurance claims filed solely by Tenant, for Tenant's losses, and paid by the Insurer to Tenant. Landlord will only be entitled to any insurance claims/proceeds for damages directly to the Landlord's fixtures or the Premises itself.

(E) Landlord shall be named as an additional insured on such insurance policy for Premises insurance, but not on ancillary product insurance Tenant may or may not secure. At Landlord's option and request, Tenant shall deliver the original policy of all such insurance to Landlord within fifteen (15) days of receipt of such request.

(F) Tenant shall be solely responsible for payment of premiums for all such insurance policies.

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(G) Tenant shall provide Landlord with a certificate of insurance providing for the above requirements after the Space Lease is executed, and before occupancy of the Premises by Tenant.

Section 7.03 NOTIFICATION

Tenant shall give prompt notice to Landlord in case of fire, accidents, or defects in any fixtures or equipment in or on or about the Premises that are owned by the Landlord at the time Tenant takes possession of the Premises, as referenced in the Space Lease.

ARTICLE VIII CASUALTIES, DESTRUCTION

Section 8.01 RESTORATION, ABATEMENT

If all or any part of the Premises, as referenced in this Space Lease, is damaged or destroyed by fire or other casualty insured under Landlord's standard fire insurance policy Landlord shall repair the same with reasonable dispatch out of the insurance proceeds received from the insurer. In any event, regardless of timing of payment from the insurance policy or whether said insurance policy will cover the damage, Landlord will pay for and use its best efforts to complete the repairs necessary to allow Tenant to continue its use of the Premises as soon as possible.

If fire or other casualties damage the Premises, as referenced in this Space Lease, or any parts thereof, to such an extent that makes the use of the Premises impracticable, the Base Rent shall be abated. If, due to fault or failure of Tenant, and Tenant fails to adjust its own insurance claim within a reasonable time, and as a result thereof the repair and restoration is delayed, there shall be no abatement of Base Rent during the period of such resulting delay, or if the fire or damage to said Premises is caused by carelessness, negligence or improper conduct of Tenant, then notwithstanding such damage or destruction, Tenant shall be liable for the Base Rent during the unexpired period, without an abatement.

Section 8.02 TERMINATION OF LEASE UPON CASUALTY

In the event of damage to or destruction of or to the Premises, as referenced in this Space Lease, by fire or other casualty, Landlord shall use its best efforts to commence repairs and/or restoration as soon as possible, but in any event the Landlord shall have repaired and/or restored all such damage and/or destruction back to the original condition, as of the date Tenant first took possession of the Premises, within ninety (90) days from the date the damage or destruction occurred.

If the Landlord fails to complete all the repairs and/or restoration to the damage and/or destruction contemplated herein within ninety (90) days, but has commenced with the repairs within ninety (90) days and is proceeding with diligence and continuity, Tenant may, at Tenant's sole discretion, by written notice, allow a thirty (30) day extension for the Landlord to complete the repairs and/or restoration as described herein.

If Tenant, in its discretion, does not provide the Landlord an extension of time to complete the repairs and/or restorations, or if the Tenant provides the Landlord a thirty

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(30) day extension and the Landlord does not complete the repairs and/or restorations within the thirty (30) day extension period, the Tenant may, by written notice, terminate this Space Lease on the date specified in such notice, and be entitled to the return of the full Security Deposit, as if that date had been originally fixed as the expiration date of the term herein of the Space Lease, provided such early termination date be less than one hundred fifty (150) days after the event of damage and/or destruction as contemplated herein.

Section 8.03 EXEMPTION OF LIABILITY

Landlord shall not, with the exception of the obligations and responsibilities detailed in Sections 8.01, 8.02, and the obligations and responsibilities of any other term, provision, covenant and/or condition of this Space Lease, be liable for any loss of business arising from damage to or destruction of the Premises, as referenced in this Space Lease, unless such damage, destruction or loss is a direct result of Landlord's negligence.

ARTICLE IX EMINENT DOMAIN

Section 9.01 GENERAL

If the whole or part of the Premises, as referenced in this Space Lease, shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then at such time as possession shall be taken thereunder of this Space Lease, or any part thereof, the following provisions described in Sections 9.02 and 9.04 shall be operative.

Section 9.02 TAKING OF ALL PREMISES

If all of the Premises, as referenced in this Space Lease, is taken by eminent domain, the term herein Space Lease and all rights of Tenant hereunder shall immediately cease and terminate, and the Base Rent shall be adjusted as of the time of such termination so that Tenant shall have paid Base Rent up to the time of taking. The Tenant shall be entitled to the return of the full Security Deposit amount.

Section 9.03 TAKING OF SUBSTANTIAL PART OF PREMISES

If the taking by eminent domain reduces the area of the Premises, as referenced in this Space Lease, which materially affects the use being made by the Tenant of the Space Lease, Tenant shall have the right by written notice to Landlord, no later than thirty (30) days after possession is taken, to elect to, terminate this Space Lease.

(A) If such election to terminate this Space Lease is made by Tenant, the provisions for the taking of the whole shall govern, or:

(B) If such election to terminate is not made, this Space Lease shall continue and Landlord shall be entitled to the condemnation proceeds and the Base Rent shall be reduced in the same proportion that the rentable square footage of the Premises, as

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referenced in this Space Lease, taken bears to the rentable square footage of the Premises originally leased, and the Landlord shall, upon receipt of the award in condemnation make all necessary repairs or alterations to the Premises in which the Space Lease is located so as to constitute the portion of the building not taken a completed architectural unit. In any event, Landlord shall make the necessary repairs to the Premises, as referenced in this Space Lease, in a manner and condition whereby Tenant can reasonably conduct its business from within the Premises.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01 DEFAULT OF TENANT

Each of the following, but not limited thereto, shall be deemed a default by Tenant and a breach of this Space Lease:

(A) A failure in the payment of the monthly Base Rent for a period of two (2) consecutive months shall be considered a material breach and default under the terms of this Space Lease.

(B) A failure in the performance of any covenant or conditions on the part of Tenant to be performed, for a period of sixty (60) days after the service of notice thereof by Landlord, provided, however, that no default on the part of Tenant shall be deemed to exist as the result of failure to complete said covenant or conditions, if said covenant or conditions are modified before the end of such sixty (60) day period, or Tenant has begun to rectify the same, and thereafter prosecutes the curing thereof to completion with diligence and continuity.

(C) The filing of a case, by or against Tenant, for any relief under the Federal Bankruptcy Code 1978, as now or hereafter amended or supplemented, or its successor, or the filing of any case by or against Tenant under any future bankruptcy act for the same or similar relief.

(D) The dissolution, or the commencement of any action or proceeding for the dissolution or for liquidation, of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant.

(E) The taking possession of the property of Tenant by any governmental office or agency to statutory authority for the dissolution or liquidation of Tenant.

(F) The making by Tenant of a general assignment for the benefit of creditors.

(G) The vacation or abandonment of the Premises, as referenced in the Space Lease, by Tenant for a period exceeding forty (40) consecutive days.

Section 10.02 REMEDIES OF LANDLORD

In the event of any default of Tenant as above provided, Landlord shall have the following rights or remedies, in addition to any rights or remedies that may be given to Landlord by statute, law or otherwise:

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(A) To immediately re-enter and re-let the Premises, as referenced in the Space Lease, in Landlord's name, at such price and on such terms as Landlord in its sole and absolute discretion deem fit, subject to any obligations Landlord may have to mitigate Tenant's damages.

(B) In the event of a material breach by Tenant that results in a default as identified in Section 10.01, Tenant shall remain liable to pay Landlord, and shall promptly pay Landlord:

- (1) All past due rent,
- (2) The present value, computed at a discount rate of six percent (6%) per annum, of all future rents which Tenant will owe Landlord under this Lease, and
- (3) All direct and indirect costs, fees and damages incurred or suffered by Landlord as a direct and foreseeable result of such default, including without limitation, all legal costs and actual attorney's fees.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 WAIVER OF BREACH

No failure by either Landlord or Tenant to insist upon strict performance by the other of any covenant, agreement, term or condition of this Space Lease, or to exercise any right or remedies consequent upon breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Space Lease but each and every covenant, condition, agreement and term of this Space Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 11.02 ENTIRE AGREEMENT DISCLOSURES

(A) This agreement supersedes all other prior agreements and understanding between the Parties and may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the Parties against whom the same is sought to be enforced.

(B) If any provision of this Space Lease, the deletion of which would not be adversely affect the receipt of any material benefit by either Party, shall be held unenforceable or invalid to any extent, the remaining provisions shall not be affected and shall be valid and enforceable.

Section 11.03 CONSTRUCTION OF LEASE

Words of any gender used in this Space Lease shall be held to include any other gender and words of the singular number shall be held to include the plural when the sense requires.

Section 11.04 NOTICES

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Any notices or demand which under the terms of this Space Lease or any statute must be given or made by the Parties hereto, shall be in writing and given or made by mailing the same by registered or certified mail address to the other Party as follows:

Landlord: **BUILD, LLC**
P.O. Box 110409
Anchorage, AK 99511

Tenant: **Oleander Inc.**
3003 Minnesota Drive
Suite 201
Anchorage, Alaska 99503

Tenant's Counsel: **Jana D. Weltzin**
JDW, LLC
3003 Minnesota Drive
Suite 201
Anchorage, Alaska 99503
jana@jdwccounsel.com

Either Party may, however designate in writing such new or other address to which such notice or demand shall thereafter be given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States mail at any general branch post office, and mailed by registered or certified prepaid mail.

Section 11.05 HAZARDOUS MATERIALS

Tenant shall keep the Premises, as referenced in the Space Lease, free of any and all hazardous materials. Tenant shall neither release upon the Premises nor cause nor permit the Premises to be used to manufacture, process, transport, store, handle or dispose of hazardous materials except in compliance with all applicable laws and other governmental requirements. For purposes of this Space Lease, the term "Hazardous Material" shall not be interpreted to include the following compounds / chemicals / materials: CO₂, hydrogen peroxide, bleach, butane, 100% proof alcohol, plant nutrients and pesticides allowed under Alaska State Law, flushing compounds, and other materials, chemicals and compounds that are generally used in the commercial marijuana cultivation and manufacturing general business practices. Tenant shall defend, indemnify and hold harmless Landlord and all of its affiliated parties against any claims, costs and liabilities related to the presence of hazardous materials claimed to have been released by the Tenant or for the claimed breaches by Tenant of any law or governmental requirement concerning the presence or release of hazardous materials. The term "hazardous materials" includes without limitation: flammable explosives, radioactive materials and hazardous and toxic substances as defined in any state and local law regulation.

Section 11.06 ESTOPPEL CERTIFICATE

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Tenant shall at any time and from time to time upon not less than twenty (20) days prior request by Landlord, provide a statement in writing certifying that this Space Lease is in full force and effect and if modified, stating the modification and the dates to which the Base Rent(s) and any other charges have been paid in advance. It is intended that any prospective purchaser, assignee or encumbrance of the Premises may rely upon such statement delivered pursuant to this Section 11.06.

Section 11.07 EXCUSE FOR NON-PERFORMANCE

Either party hereto shall be excused from performing any or all of its obligations hereunder with respect to any repair work required under the terms of this Space Lease for such times the performance of such obligations is prevented or delayed by an act of God, floods, explosion, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions by labor unions, or laws or order of governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such Party.

Section 11.08 BROKERS

Bruce A. Chambers, broker with Chambers Commercial Real Estate represents the Landlord in this transaction. Eric J. Sobolik, licensee with Chambers Commercial Real Estate represents the Tenant. Landlord agrees to pay a commission based on the Listing Agreement signed with Chambers Commercial Real Estate. Both Tenant and Landlord acknowledge this information and acknowledge receipt of the Alaska Real Estate Consumer Pamphlet.

Section 11.09 EXCLUSIVE JURISDICTION / VENUE

In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Space Lease, jurisdiction and venue therefore shall lie exclusively with the courts of the Third Judicial District for the State of Alaska, at Anchorage, Alaska, unless a non-appealable federal or Alaska state law should require the contrary.

Section 11.10 TIME OF ESSENCE

Time is of the essence of each and every provision hereof.

Section 11.11 BINDING EFFECT

This Space Lease shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, successors and assigns.

Section 11.12 LIMITATION OF LANDLORD'S LIABILITY

The obligations of Landlord under this Space Lease do not constitute personal obligations of Landlord or its owners, trustees, directors, and officers.

Section 11.13 EFFECTIVE DATE

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JUN 10 2016

BY: _____

BUILD, LLC

501 Raspberry Rd

IN WITNESS WHEREOF, the parties have executed this Space Lease the day and year set opposite their respective signatures.

Landlord: BUILD, LLC

By: Larry O Taylor Date: March 24, 2016
Larry Taylor
Its: Managing Member and Authorized Representative

Tenant: Oleander, Inc.

By: Jerry A Workman Date: Mar 24, 2016
Jerry A Workman
Its: CEO

Personal Guarantor: Jerry A Workman

By: Jerry A Workman Date: Mar 24, 2016
Jerry A Workman

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JUN 10 2016

Page 17 of 17

BY: _____

LEASE GUARANTY

The undersigned ("Guarantor") in consideration of and in order to induce BUILD, LLC ("Landlord") to enter into the attached Space Lease ("Lease") with OLEANDER, INC. ("Tenant") does/do each hereby jointly and severally unconditionally guarantee to Landlord and Landlord's heirs, successors and assigns the payment of Base Rent and the performance of all obligations under the terms and provisions of the Lease, including payment of damages for any breach of the Lease, and any liability of Tenant accruing under the Lease for the term of the Lease and for any damages resulting in Tenant's nonperformance of the Lease (collectively, the "Lease obligations"). Each Guarantor's obligation under this Guaranty shall extend through the term of the Lease, and any renewals, extensions or holdovers thereof, and shall be binding upon Guarantor's successors and assigns

Whether or not any existing relationship between the Guarantor and Tenant has been changed or ended and whether or not this Guaranty has been revoked, Landlord may, but shall not be obligated to, enter into transactions resulting in the modification, creation or continuance of the Lease Obligations, without any consent or approval by Guarantor and without any notice to Guarantor. The liability of Guarantor shall not be affected or impaired by any of the following acts or things (which Landlord is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty): (i) any one or more extensions or renewals of the Lease Obligations (whether or not for longer than the original period) or any modification of the contractual terms applicable to the Lease Obligations; (ii) any waiver or indulgence granted to Tenant, any delay or lack of diligence in the enforcement of the Lease Obligations, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any other person liable in respect of any of the Lease Obligations; (iii) the assertion by Landlord of any right or remedy available under the Lease, including without limitation the termination thereof; (iv) any full or partial release of, settlement with, or agreement not to sue, Tenant or any other guarantor or other person liable in respect of any of the Lease Obligations; or (v) any release or discharge of Tenant in any creditors, receivership, bankruptcy or other proceeding; the impairment, limitation or modification of any liability of Tenant or remedy against Tenant in any such proceeding; or the rejection, disaffirmance, disallowance or the like of the Lease or this Guaranty in any such proceeding.

Guarantor will not exercise or enforce any right to contribution reimbursement, recourse or subrogation available to Guarantor against any person liable for payment of the Lease Obligations, or as to any collateral Security therefore, unless and until all of the Lease Obligations, shall have been fully paid and discharged.

Landlord:

Larry O FoyleDate: March 24, 2016

Tenant:

Jerry A WorkmanDate: Mar 24, 2016

Guarantor:

Jerry A WorkmanDate: Mar 24, 2016

RECEIVED Page 1 of 1
JUN 10 2016

BY: _____

**For
LEASE**

1st Floor Office \$1.25/SF
2nd Floor Office \$0.65/SF
Warehouse (102) \$1.25/SF

Zoning: I-1 High Industrial

1st Floor Retail/Office 3,776 SF
2nd Floor Office 3,980 SF
Warehouse (102) 5,165 SF
Mezzanine 954 SF
Total 13,855 SF

Overhead Doors:

One at 10' x 8' one at 10'9" x 9'9"

Dock High Door: One at 10' x 8'

Ceiling Height: Peak roof in main warehouse is 25'10", peak roof in back warehouse is 14'

Features: 3-phase electric

MLS# 15-4339



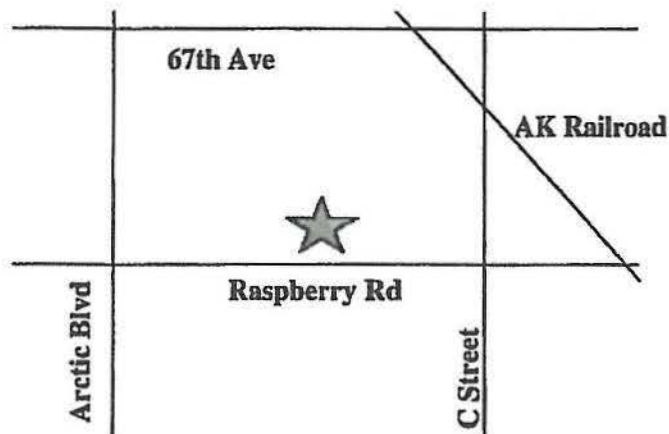
CHAMBERS
Commercial Real Estate

**Space Lease
Exhibit "A"**

*For Lease Midtown Warehouse/Shop
13.855 SF Retail, Warehouse, and Office Building*



501 Raspberry Road



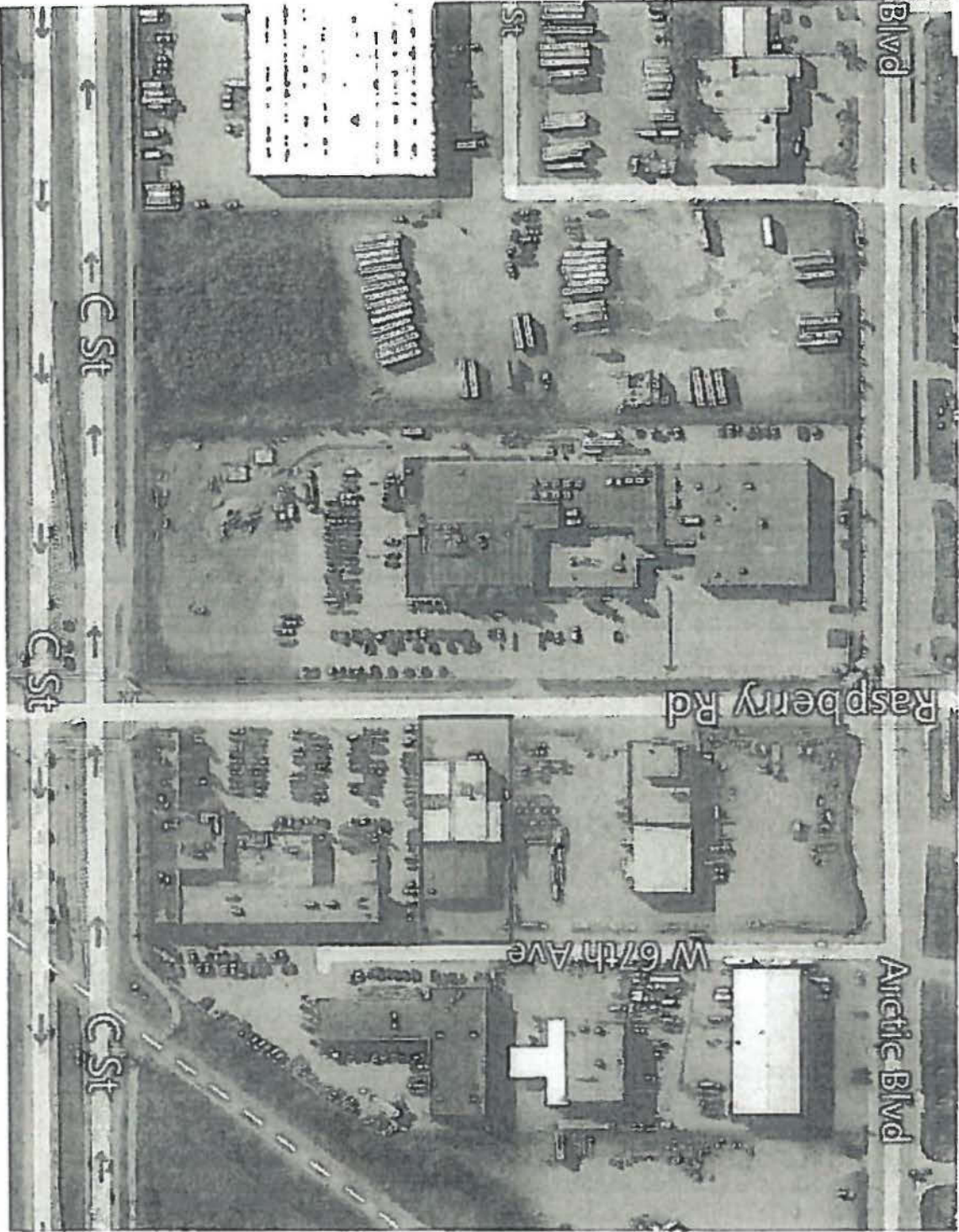
CHAMBERS

Commercial Real Estate
2600 Denali Street, Suite 711
Anchorage, Alaska 99503

Please call to arrange a private viewing Eric J Sobolik, Licensee 907-565-5665 email: ericsobolik@gmail.com

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BY: _____



501 Raspberry Road
Anchorage, AK

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BY: _____



ALASKA REAL ESTATE COMMISSION CONSUMER PAMPHLET

About This Pamphlet:

In Alaska, a Real Estate Licensee is required by law to provide this pamphlet outlining the duties of a real estate licensee. After you have read the information contained in this pamphlet, please acknowledge receipt by signing page and return it to the real estate licensee who provided it to you. Your cooperation is appreciated.

There are four different types of relationships established by Alaska Real Estate Law:

- **Specific Assistance** – Licensee owes "Duties owed by a Licensee in all Relationships" as described in this pamphlet.
- **Representation** – Licensee owes "Duties Owed by a Licensee when Representing a Party" as described in this pamphlet.
- **Designated Licensee** – This occurs when a Licensee represents or provides specific assistance to a party to a transaction and another Licensee within the same company represents or provides specific assistance to the other party in the same transaction.
- **Neutral Licensee** – This occurs when a Licensee does not represent either party but provides specific assistance to both parties in the same transaction. The parties must authorize the Neutral Licensee relationship by signing the "Waiver of Right to be Represented" form.

Duties owed by a Licensee in all Relationships:

- Exercise reasonable skill and care;
- Deal honestly and fairly;
- Present all written communications in a timely manner;
- Disclose all material information regarding the physical condition of a property;
- Account for all money and property received.

Duties owed by a Licensee when Representing a Party:

- Duties owed by Licensee in all relationships listed above;
- Not knowingly do anything that is adverse or detrimental to your interests;
- Disclose all conflicts of interests to you in a timely manner;
- If a matter is outside their area of expertise, advise you to seek expert advice;
- Not disclose confidential information, even after the relationship ends, from or about you without written permission, except under a subpoena or court order;
- Make a good faith and continuous effort to accomplish your real estate goals. However, once you have entered into a specific real estate transaction agreement, their efforts refocus on its successful completion.

Your Real Estate Licensee may also work with a variety of other clients (they represent) and customers (they provide specific assistance to) in different working relationships. In those situations, representing or providing specific assistance to other sellers, buyers, lessors, and lessees does not create a conflict of interest while working with you, or within the duties mentioned above.

Occasionally, as a Seller or Lessor, a situation may arise that your Real Estate Licensee also is representing another client (Buyer or Lessee) who then becomes interested in your property – or vice versa.

Prior to showing the property, the Real Estate Licensee must obtain a written approval to be a Neutral Licensee for both parties. A Licensee may not show property as a neutral licensee without obtaining your written consent entitled "Waiver of Right to Be Represented" and it will restate the duties outlined above and additional ones owed by your Real Estate Licensee. Alaska real estate law allows, but does not require, you to Preauthorize a Licensee to be a "Neutral Licensee. Having a different designated Licensee working for a seller or lessor and for the buyer or lessee in the same real estate transaction does not create dual agency or a conflict of interest for the real estate broker or for a Licensee employed by the same real estate broker.

THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT

Duties NOT owed by a Real Estate Licensee

Unless agreed in writing otherwise, the following are the duties your Real Estate Licensee does not owe to you:

- To conduct an independent investigation of a property
- To conduct an independent investigation of anyone's finances
- To independently verify the accuracy or completeness of a statement made by a party to a real estate transaction or by a person reasonably believed by the licensee to be reliable
- To show or search for properties without compensation

THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT.

The Licensee anticipates compensation to be paid by _____ buyer/lessee, _____ seller/lessor, or _____ both to the real estate brokers in the real estate transaction.

I understand and acknowledge receiving and reading this pamphlet on the type of relationships I may have with the real estate Licensee (including the broker).

I understand and acknowledge that _____ (Licensee) of _____

_____ (company) will be working with me under the following relationship:

- _____ Specific Assistance without Representation
- _____ Representing the Seller/Lessor only (may assist Buyer/Lessee)
- _____ Representing the Buyer/Lessee only (may assist Seller/Lessor)
- _____ Under preauthorized Neutral Licensee (attached "Waiver of Right to Be Represented")

Date: _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

Real Estate Licensee

Real Estate Company

THIS DISCLOSURE PAMPHLET IS NOT A CONTRACT

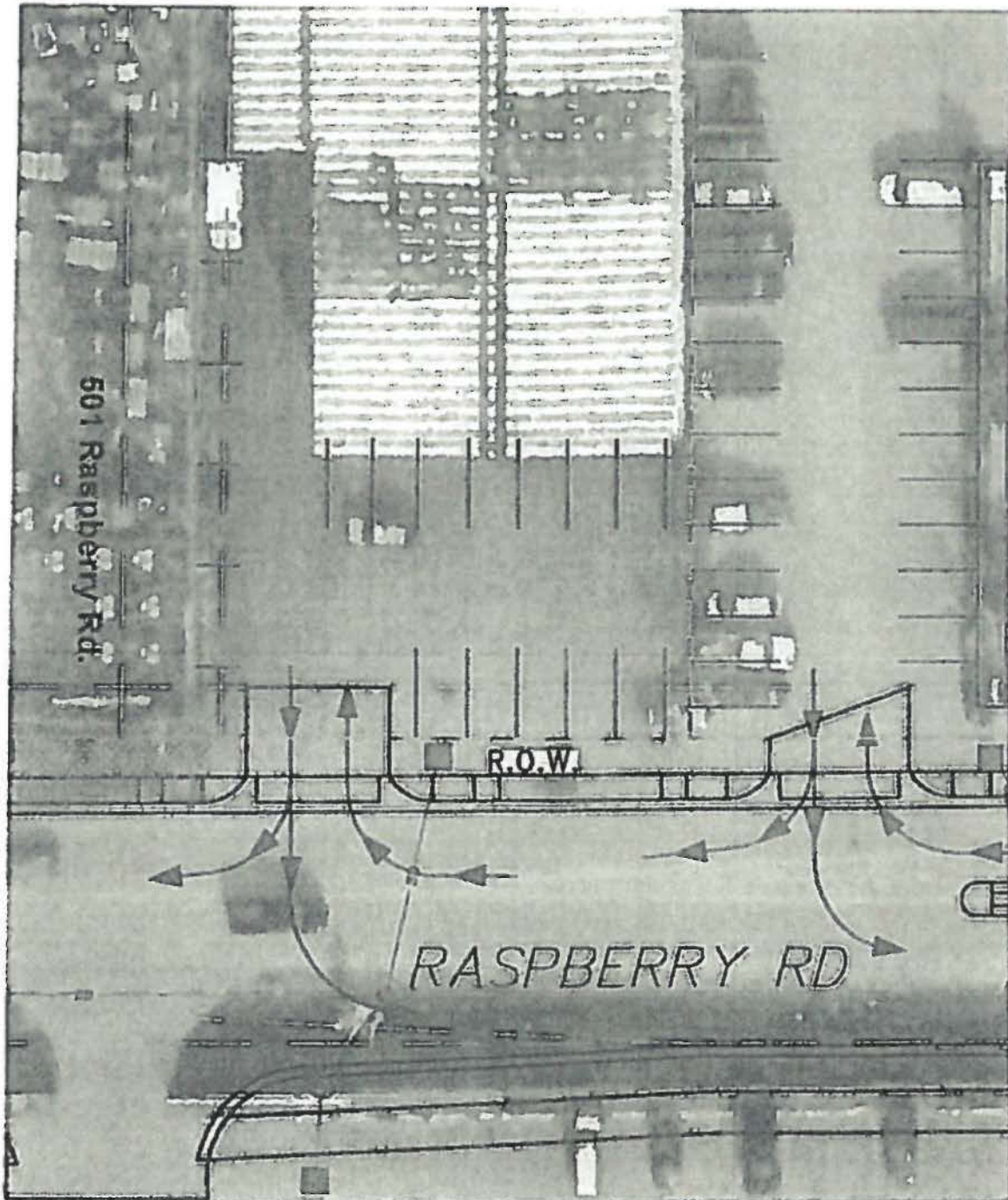
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BY: _____

BY: _____
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Space Lease - Exhibit "B"

February 25, 2016



501 Raspberry Rd.

17 spaces
PER MOA



ALASKA REAL ESTATE COMMISSION CONSUMER DISCLOSURE

This Consumer Disclosure, as required by law, provides you with an outline of the duties of a real estate licensee (licensee). This document is not a contract. By signing this document you are simply acknowledging that you have read the information herein provided and understand the relationship between you, as a consumer, and a licensee. (AS 08.88.600 – 08.88.695)

There are different types of relationships between a consumer and a licensee. Following is a list of such relationships created by law:

Specific Assistance

The licensee does not represent you. Rather the licensee is simply responding to your request for information. And, the licensee may "represent" another party in the transaction while providing you with specific assistance.

Unless you and the licensee agree otherwise, information you provide the licensee is not confidential.

Duties owed to a consumer by a licensee providing specific assistance include:

- Exercise of reasonable skill and care;
- Honest and good faith dealing;
- Timely presentation of all written communications;
- Disclosing all material information known by a licensee regarding the physical condition of a property; and
- Timely accounting of all money and property received by a licensee.

Representation

The licensee represents only one consumer unless otherwise agreed to in writing by all consumers in a transaction.

Duties owed by a licensee when representing a consumer include:

- Duties owed by a licensee providing specific assistance as described above;
- Not intentionally take actions which are adverse or detrimental to a consumer;
- Timely disclosure of conflicts of interest to a consumer;
- Advising a consumer to seek independent expert advice if a matter is outside the expertise of a licensee;
- Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- Making a good faith and continuous effort to accomplish a consumer's real estate objective(s).

Neutral Licensee

A neutral licensee is a licensee that provides specific assistance to both consumers in a real estate transaction but does not "represent" either consumer. A neutral licensee must, prior to providing specific assistance to such consumers, secure a Waiver of Right to be Represented (form 08-4212) signed by both consumers.

Duties owed by a neutral licensee include:

- Duties owed by a licensee providing specific assistance as described above;
- Not intentionally taking actions which are adverse or detrimental to a consumer;
- Timely disclosure of conflicts of interest to both consumers for whom the licensee is providing specific assistance;
- If a matter is outside the expertise of a licensee, advise a consumer to seek independent expert advice;
- Not disclosing consumer confidential information during or after representation without written consent of the consumer unless required by law; and
- Not disclosing the terms or the amount of money a consumer is willing to pay or accept for a property if different than what a consumer has offered or accepted for a property.

If authorized by the consumers, the neutral licensee may analyze and provide information on the merits of a property or transaction, discuss price terms and conditions that might be offered or accepted, and suggest compromise solutions to assist consumers in reaching an agreement.

Designated Licensee

In a real estate company, a broker may designate one licensee to represent or provide specific assistance to a consumer and another licensee in the same office to represent or provide specific assistance to another consumer in the same transaction.

ACKNOWLEDGEMENT:

We, JERRY WORKMAN have read the information provided in this Alaska Real Estate
(print consumer's name(s))
Consumer Disclosure and understand the different types of relationships I/we may have with a real estate licensee. I/we
understand that ERIC SOBOLIK of CHAMBERS COMMERCIAL REAL ESTATE
(licensee name) (brokerage name)
will be working with me/us under the relationship(s) selected below.

(Initial)

_____ Specific assistance without representation.

_____ Representing the Seller/Lessor only. (may provide specific assistance to Buyer/Lessee)

EJS Representing the Buyer/Lessee only. (may provide specific assistance to Seller/Lessor) Jaw

_____ Neutral Licensee. (must attach Waiver of Right to be Represented, form 08-4212)

Date: 3/25/2016

Signature: _____

(Licensee)

Date: Mar 24 2016

Signature: _____

(Consumer)

Date: _____

Signature: _____

(Consumer)

THIS CONSUMER DISCLOSURE IS NOT A CONTRACT

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BY: _____

ANDREW JARED WORKMAN 11-12 167
 2415 E CLOUD DR
 CHANDLER, AZ 85249-3780
 March 24 2016
 Pay to the Order of Build LLC \$ 29000.00
Twenty-nine Thousand & no/100 Dollars
 First Credit Union
 Devonshire Office
 803 E. Devonshire
 Phoenix, AZ 85014-4887
 www.firstcu.coop
 For SECURITY DEPOSIT / APRIL 2016 AJW
 @322172742010300200417500 0167

ENDORSE HERE X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 *REMOVED FOR FINANCIAL INSTITUTION USE

Look for padded loan and micro print signatures
 line on front, and words "Original Document" on
 back. If not present - Do Not Cash.
 © 2008 First Credit Union. All rights reserved. First Credit Union is a member of the FDIC.

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BY: _____



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd, Suites 101 & 102				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Licensee:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>Proof of Possession for Proposed Premises - Lease</p> <p>RECEIVED JUN 10 2016 BY: _____</p>
-----------------	--

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--

WAREHOUSE SPACE LEASE

AGREEMENT OF SPACE LEASE, (hereafter, "Space Lease,"), made this 1st, day of April 2016 between: OLEANDER, INC., an Alaska corporation (hereafter, "Landlord"), and RASPBERRY ROOTS, LLC, an Alaska limited liability company (hereafter, "Tenant"), of Space Lease as described in Section 1.01.

The Premises: 501 Raspberry Road, Suite 101 & 102, Anchorage, Alaska 99518
Legal Description: Raspberry Industrial Park Blk 2 Lt 4

Landlord holds the master lease agreement to and for all leasing rights to a building and surrounding property on the above-described real property and Tenant desires to lease space within such building and surrounding property, (hereafter, "Premises"), from Landlord under the terms and conditions herein contained.

NOW, THEREFORE IT IS AGREED:

ARTICLE I SPACE LEASE

Section 1.01 DESCRIPTION OF SPACE LEASE

Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 13,855 square feet of rentable retail/warehouse/mezzanine space, and access to a mutually shared Loading Dock.

Section 1.02 CONDITION OF PREMISES

Landlord shall install separate metering systems for all utilities servicing the Premises. Other than the improvements specifically identified in this Space Lease, Tenant shall accept the leased space "as-is."

Section 1.03 SERVICES FURNISHED BY THE LANDLORD

Landlord shall furnish and pay all costs for:

1. Real Property Taxes.
2. Building Insurance.
3. The purchase of and installation of separate utility metering systems for the Premises.
4. Maintaining the roof and overall structure of the Premises.

Landlord shall not be liable for damages or otherwise for failure, stoppage or interruption of any services or utilities unless Landlord is the proximate cause for such failure, stoppage or interruption.

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BY: _____

Section 1.04 TENANT IMPROVEMENTS FURNISHED BY THE LANDLORD

Landlord shall furnish and pay all costs for:

1. The design, buildout and furnishing of a retail store.
2. The design, buildout and equipment of a cultivation facility.
3. The design, equipment and installation of a security system.

Section 1.05 SERVICES FURNISHED BY THE TENANT

Tenant shall be responsible for:

1. Installation and monthly service fees for Telephone services, Internet / Cable services, and all other required services at the Space Lease.
2. Regular maintenance of operating equipment (plumbing, mechanical and electrical, including replacement of bulbs/ballasts) within and at the Space Lease.
3. Personal property and liability insurance for the Space Lease.
4. Snow removal in the southern parking lot of the Premises.
5. Separately metered utilities, i.e., gas, electricity, water and etc. used within and at the Premises.

Section 1.06 QUIET ENJOYMENT

(A) Tenant, upon paying for rents and performing all of the terms and covenants on its part to be performed, shall peacefully and quietly enjoy the Premises under the terms of this Space Lease.

(B) Landlord shall have the right to enter the Premises during reasonable business hours, with a prior 24 hour notice to Tenant, for the purposes of providing maintenance or inspecting the Premises. However, due to the nature of the business that will be conducted at the Premises, the integral regulatory scheme governing such business type, Tenant must first approve Landlord's request to enter, and Landlord must ensure that any person it sends as its agent for purposes of maintaining or inspecting the Premises must be 21 years of age, have a valid government issued identification, agree to signing in on the company's visitor log and produce identification to Tenant or Tenant's agent, and stay within the eyesight of Tenant or Tenant's agent as required by the State of Alaska's marijuana control board regulations.

(C) Landlord, and all of Landlord's agents and representatives, which enter the Premises for any reason whatsoever, including the aforementioned reasons of maintenance and/or inspection, shall agree to a confidentially agreement to not discuss with anyone outside of the Premises, except the Landlord, any and all activity they witness or overhear in regards to the cultivation or manufacturing of marijuana, the equipment being used or the operational design within the Premises.

Section 1.07 CONTROL OF COMMON AREAS

The common area about the Premises (the exterior parking lot) shall be subject to the control and management of the Landlord. Landlord shall have the right, after good faith discussions and considerations of Tenant's concerns due to its need for parking for its retail facility, to construct, maintain and operate lighting and other improvements in

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all said areas; to police the same; to change the area, level, location and arrangement for parking areas and other facilities, provided Tenant shall have the same amount of parking area available after said changes and provided that such changes do not materially and negatively alter Tenant's business.

Section 1.08 SIGNAGE

All signage shall be approved by the Municipality of Anchorage and with prior written permission from Landlord. This permission shall not be unreasonably withheld and signage requests shall be responded to within 48 hours of Tenant requesting signage approval from Landlord.

Section 1.09 PARKING

Tenant has the exclusive rights to 17 parking spaces.

ARTICLE II TERM

Section 2.01 LENGTH OF TERM

(A) The term of this Space Lease shall be for ten (10) years following the Commencement Of Term, unless sooner terminated or extended as herein provided.

(B) Tenant shall be allowed to terminate this Space Lease at the end of the first five (5) year period. Tenant shall notify Landlord in writing before October 2020 of their intention to terminate this Space Lease. If terminated, Tenant shall pay one (1) additional month's rent for May 2021. Upon inspecting the Space Lease Premises, Landlord will return Tenant's Security Deposit less any reasonably appropriate wear and tear damages assessed by Landlord. If the Tenant wishes to continue this Space Lease for the 2nd five (5) year period, no action is required on the part of the Tenant.

(C) Early Termination of Space Lease: Tenant shall have the option to terminate this Space Lease, and be released from all obligations, responsibilities and provisions herein if, despite best effort attempts by Tenant, the State of Alaska and/or other controlling license authorities do not approve Tenant's application for a Marijuana Cultivation License. Tenant will have fifteen (15) business days, from the date in which the State of Alaska and/or other controlling license authorities provide Tenant with written notice of approval or denial on Tenant's aforementioned application, to terminate or verify Tenant's approval to continue with this Space Lease. If Tenant chooses to exercise this option to terminate, Tenant shall forfeit any rents paid and owed as well as their Security Deposit.

Section 2.02 COMMENCEMENT OF TERM

(A) The term of this Space Lease shall commence on April 1, 2016.

(B) The hereinafter lease payments commencing as of April 1, 2016, shall be postponed under the following circumstances, conditions and/or covenants for the first nine-months (9) of this Space Lease, i.e. April, May, June, July, August, September, October, November and December.

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(C) Lease payments for the first six-months (6), and due as of the first day of April, May, June, July, August and September 2016 shall be postponed until and will become due and payable hereunder, in 18 monthly installments beginning April 1st, 2017 through September 1st 2018, and all such unpaid lease amounts shall bear interest 30 days from the original date due and shall be amortized for 18 months at twelve percent (12%) per annum or 1.0% per month until paid in full. No pre-payment penalty will be charged for early payments.

(D) Lease payments for the three-months (3) of October, November and December 2016 shall be due and payable at a reduced rate calculated as fifty-percent (50%) of the current payment due as of the first day of each of the aforementioned months. The remaining unpaid lease payments, calculated as indicated herein, for each of the aforementioned months, will be due and payable in equal installments on the first day of the corresponding months of January, February and March 2017. No interest will be charged for the postponement of the aforesaid partial rent payments.

(E) Lease payments beginning as of the 1st day of January 2017 will be due and payable hereunder, as contemplated and directly as stated in this Space Lease.

Section 2.03 HOLD OVER

If the Tenant shall hold over after the expiration date of this Space Lease term, such tenancy shall be from month to month and subject to all the terms, covenants and conditions of this Space Lease, except that the rent for each hold over month or thereof will be one hundred fifty percent (150%) of the monthly rental provided herein for the last month of the term of this Space Lease.

Section 2.04 SURRENDER OF POSSESSION

Upon expiration or on the sooner termination of this Space Lease, Tenant shall peacefully and quietly leave, surrender and yield to Landlord all and singular the Premises, broom clean, in good order and repair, ordinary wear and tear excepted, together with all alteration, additions and fixed improvements which have been made upon the Premises, except personal property or moveable trade fixtures put in at the expense of the Tenant. If the last day of the term of this Space Lease falls on Sunday, this Space Lease shall expire on the business day immediately following. Tenant, on or before said date, shall remove all such property from the Premises. Tenant shall indemnify Landlord against loss or liability resulting from such delay by Tenant, including without limitations any claims made by any succeeding Tenant founded on such delay.

Section 2.05 POSSESSION

Landlord shall give possession of the Premises on the Commencement Of Term date as so stated in this Space Lease to the Tenant. If Landlord is unable to give possession of the Premises on the date herein fixed for the Commencement Of Term, this Space Lease and all its provisions, including the date herein fixed for expiration of the Space Lease, shall nevertheless continue in full force and effect, and Tenant's monthly Base Rent for that month shall be pro-rated to reflect the delay of delivery of the Premises. Tenant's remedies are the following:

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Page 4 of 18

BY: _____

(A) The Commencement Of Term date and expiration date shall be extended in accordance with the actual date of Tenant's occupancy.

(B) In the event said occupancy is delayed by Landlord's inability to provide said Premises for Tenant, beyond thirty-days (30) from the anticipated Commencement Of Term, Tenant shall have the right to terminate this Space Lease in its entirety. In such event, Landlord shall return all and any Base Rent and/or Security Deposit payments to Tenant and neither Tenant nor Landlord shall have any liability to the other.

(C) It is acknowledged and accepted by Tenant that Landlord may be unable to complete all Landlord's provided improvements by the occupancy date. Tenant, at Tenant's option, may agree to accept such condition and allow Landlord to complete by or on a mutually agreeable date.

ARTICLE III

BASE RENT PAYMENT AND A PERCENTAGE OF GROSS REVENUE PAYMENT

Section 3.01 COVENANT TO PAY A BASE RENT

Tenant covenants to and shall pay to Landlord at:

Oleander, Inc.
3003 Minnesota Drive
Suite 201
Anchorage, Alaska 99503

Or Tenant may directly deposit payments into a bank account of Landlord's designation.

Or at such other place as Landlord may designate, in advance, on the first day of each calendar month during the term hereof, the Base Rent payment due each month shall be as follows:

Period	Base Rent Monthly Payment
Year 1: 4/01/2016 - 3/31/2017	\$ 34,000.00
Year 2: 4/01/2017 - 3/31/2018	\$ 35,700.00
Year 3: 4/01/2018 - 3/31/2019	\$ 37,485.00
Year 4: 4/01/2019 - 3/31/2020	\$ 39,359.25
Year 5: 4/01/2020 - 3/31/2021	\$ 41,327.21
Year 6: 4/01/2021 - 3/31/2022	\$ 43,393.57
Year 7: 4/01/2022 - 3/31/2023	\$ 45,563.25
Year 8: 4/01/2023 - 3/31/2024	\$ 47,841.41
Year 9: 4/01/2024 - 3/31/2025	\$ 50,233.49
Year 10: 4/01/2025 - 3/31/2026	\$ 52,745.16

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BY: _____

Section 3.02 COVENANT TO PAY A PERCENTAGE OF THE GROSS REVENUE

As provided for in 3 AAC 306.015(e)(B)(i), this Agreement may be modified at some point in the future to include additional rent in the form of a percentage of the gross revenue generated by the business operations, which shall be good and valuable consideration for and in exchange for the responsibilities and obligations under this Agreement and may be modified or more specifically delineated in an amendment to this Agreement, as agreed to in writing by the Parties. Given the new nature of this industry, the Parties agree it is impracticable to assign a fair market value rental rate and agree to negotiate a more defined and substantial rental rate, as allowed under 3 AAC 306.015(e)(B)(i) as the Tenant's business commences operation and generates revenue.

Tenant covenants to and shall pay to Landlord at:

Oleander, Inc.
3003 Minnesota Drive
Suite 201
Anchorage, Alaska 99503

Or Tenant may directly deposit payments into a bank account of Landlord's designation.

Or at such other place as Landlord may designate, in advance of, or by the 1st Wednesday following the 15th day of each calendar month during the term hereof; the percentage of the Gross Revenue payment due each month shall be determined.

Tenant's accounting records and financial statements will determine the exact amount of the Gross Revenue generated by Tenant for any given month, and shall be governed by generally accepted accounting principles (hereafter, GAAP). Tenant shall include a signed affidavit with each month's payment evidencing the amount being paid to Landlord, as determined herein by the aforementioned payment schedule, is complete and accurate to the best of Tenant's knowledge. Landlord may, from time to time and with advanced written notice, have Tenant's accounting records and financial statements reviewed by a qualified accountant, of Landlord's choice, for the thoroughness and accuracy as to the Gross Revenue amount declared each month and as to the Percentage of the Gross Revenue calculated and paid as Tenant's Gross Revenue lease payment.

Section 3.03 INCREASE IN REAL PROPERTY TAXES OVER BASE YEAR:

Tenant agrees to pay a pro-rata share of any increases in Real Property Taxes over the base year of 2016. Any increase shall be on a pro-rated basis of Tenant's square footage of occupancy. Total building area according to the Anchorage Municipality tax bill is 19,040 square feet. Tenant's pro-rata portion of any increase shall be 70.59% ($13,440/19,040 = 0.705882$).

Section 3.04 CURRENCY / CASH PAYMENTS FOR BASE RENT

Due to the nature of Tenant's business as stated in the hereinafter Section 4.01 Use of Premises, the business may from time to time ask the Landlord to except cash money as payment for the monthly Base Rent. The Tenant's business is mostly a cash business and current banking entities restrict the amount of cash money the business may deposit in a bank checking account.

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Section 3.05 SECURITY DEPOSIT

Upon execution of this Space Lease, Tenant shall deposit with Landlord the sum of \$ 15,000.00 as a Security Deposit for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Space Lease.

Landlord may use, apply or retain the whole or any part of the Security Deposit so deposited for the payment of any Base Rent in default or for any other sum, which Landlord may expend or be required to expend by reason of Tenant's default.

In the event Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant within thirty-days (30) after the time fixed as the expiration of the Space Lease and after the removal of Tenant and the surrender of the Premises to the possession of the Landlord. Tenant shall not be entitled to any interest on such Security Deposit.

In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the Security Deposit, or the remaining balance thereof, Landlord may return the Security Deposit to the original Tenant, regardless of one or more assignments of Tenants in this Space Lease.

Section 3.06 LATE CHARGE ON UNPAID RENT

A late charge of eight percent (8.0%) of any Base Rent (see Section 3.01 for Base Rent Monthly Payments), or any other sum due to the Landlord hereunder, shall be assessed by the Landlord against the Tenant and applied to each and every payment not received at the designated place of payment on or before the tenth (10th) day following the date when such payment is due.

Section 3.07 SERVICE CHARGE ON PAST DUE AMOUNTS

If the Tenant fails to pay any Base Rent, or any other sum due to the Landlord when the same is due and payable hereunder, any and all such unpaid amounts shall bear interest 30 days from the date due to the date of payment at eighteen percent (18%) per annum or 1.5% per month.

**ARTICLE IV
USE OF PREMISES**

Section 4.01 USE OF PREMISES

Tenant shall use the Premises for marijuana cultivation, marijuana product manufacturing, a marijuana retail store, and marijuana wholesale distribution. A marijuana retail store and wholesale distribution includes, but without limitation, marijuana paraphernalia, branded clothing, accessories and related merchandise.

All operations shall be appropriately licensed by the State of Alaska and Municipality of Anchorage, and shall follow all rules and regulations set forth by the State and the Municipality of Anchorage.

Section 4.02 COMPLIANCE WITH LAWS

Tenant shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now elected or hereafter amended in any manner affecting

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the Space Lease, whether or not any such law, ordinance or regulation which may be hereafter enacted involves a change of policy on the part of the governmental body enacting as the same. Tenant further agrees it will not permit any unlawful occupation, business or trade to be conducted on said Premises or any use to be made thereof contrary to any such state law, local ordinance or local and state regulation.

Section 4.03 RULES AND REGULATIONS OF BUILDING

(A) As a condition of this Space Lease, Tenant shall comply with all reasonable rules and regulations promulgated by Landlord from time to time for all tenants in the building and surrounding property; however, no rule or regulation that causes a material and adverse impact on Tenant's business shall apply to Tenant.

(B) The proposed use of the Premises is to operate as a state licensed marijuana establishment. In the event Tenant, despite its best efforts, is unable to obtain a state license and local use permit approvals, Tenant shall, at Tenant's election, be released from the terms and obligations of this Space Lease, but shall forfeit its Security Deposit and any months of Base Rent already paid to the Landlord as of the date Tenant determines it is unable to obtain or operate under appropriate licenses and permits.

(C) In the event there are changes in the laws, that make the business of Tenant illegal or not feasible to engage in, Tenant shall be released from the terms and obligations of this Lease.

ARTICLE V MAINTENANCE, REPAIR, ALTERATIONS

Section 5.01 COVENANT TO MAINTAIN AND REPAIR

(A) Tenant shall, during the term of this Space Lease and any renewal extension thereof, at its sole expense, keep the interior of the Premises in good order and repair as it was on the date of actual delivery of possession of the Premises, reasonable wear and tear and damages by accidental fire or other casualty excepted, and be responsible for all day to day janitorial and light bulb and fluorescent tube replacement services and the associated expense. Tenant shall be responsible for the maintenance of all the above ground plumbing fixtures and plumbing lines, mechanical features, and electrical conduits that are specifically used within Tenant's Premises and not in the common areas of the building and surrounding property.

(B) Landlord during the term of this Space Lease and any renewal or extension thereof shall keep the structural supports and exterior walls of the Premises in good order and repair. Within the common areas of the building and surrounding property, the Landlord shall maintain and repair the below ground plumbing structures, plumbing fixtures and plumbing lines, mechanical features and mechanical features Tenant does not have access to, electrical conduit, equipment for the general supply of hot and cold water, heating, cooling, ventilation and electricity, except that the Tenant shall be responsible for any and all repairs to the above list as a result of alternations or damages thereto by Tenant, its employees, customers, servants, agents, licensees or invitees.

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Section 5.02 ALTERATIONS, ADDITIONS

(A) Tenant agrees that they:

1. Shall not cut or drill or otherwise deface or injure the exterior of the building without the Landlord's prior written consent, which such consent shall not be unreasonably withheld or delayed;

2. Shall not obstruct or permit the obstruction of any light or skylight in or upon the building, or the adjoining sidewalk or street, or the entrance, or any other part of the building to the exclusive use of which Tenant is not entitled; nothing in this Section 5.02 (A) (2.) is meant to restrict Tenant's ability to obstruct light or skylight in Tenant's interior space of the Premises;

3. Shall comply with all reasonable regulations of Landlord designated to promote the safety or good order of the building, as long as said regulations do not have a materially adverse impact on Tenant's business;

4. Shall not, with the exception of improvements, alterations, and additions that are necessary to comply with the State and local rules and regulations and to effectuate the agreed upon use of the Premises for purposes of cultivation of marijuana, manufacturing of marijuana products, and retail sales (i.e., light fixtures, security systems, ventilation improvements, etc.), without the Landlord's prior written consent obtained in each instance, make any alteration, additions, or improvements in or about the Premises. Tenant has the discretion to make improvements, alterations, and additions necessary to comply with State and local rules and regulations and to operate in and on the Premises for Tenant's intended purposes.

5. Shall, without the Landlord's prior written consent obtained in each instance, make any alterations or additions to the (i) electrical wiring, (ii) plumbing, heating or ventilating equipment, appliances, or systems, (iii) water, sewer or gas lines, equipment, appliances or systems, (iv) water mains or pipes to supply water for refrigeration or ventilating apparatus, or, (v) other equipment, machinery, apparatus, or installation in or about the Premises. Tenant will, upon Landlord's written request, provide the Landlord with periodic updates on the physical changes it has made or plans on making to the Premises.

(B) Landlord agrees and acknowledges that the Tenant:

1. Has fully disclosed their intended USE OF PREMISES in Section 4.01 of this Space Lease.

2. Will be conducting standard and proprietary marijuana industry business operations, including cultivation, manufacturing and all things related that are of a very proprietary nature and provides the Tenant with a competitive advantage over other marijuana establishments.

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3. Will be creating, designing, building, installing and purchasing the entire gamut of Tenant improvements, alterations and additions to the Premises at their own expense. The Tenant requires the freedom to fully manage the Space Lease, including the Premises on the Tenant's own terms.

Section 5.03 PROHIBITION OF LIENS

Tenant and Landlord shall not do or suffer anything to be done causing the Space Lease and/or Premises to be encumbered by liens of any nature, notes and/or mortgages and shall whenever and as often as any lien is recorded against said property, purporting to be for labor or materials furnished or to be furnished to the Tenant or Landlord, discharge the same of record within thirty-days (30) after the date of filing.

Section 5.04 NOTICE OF NON-RESPONSIBILITY

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant on credit, and that no lien of any nature or type shall attach to or affect the reservation or other estate of Landlord in and to the Premises herein demised. At least seven-days (7) before commencement of any work that is or may be the subject of a lien for work done or materials furnished to the Premises, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of non-responsibility or to take any other steps Landlord deems appropriate to protect its interests.

ARTICLE VI ASSIGNMENT AND SUBLETTING

Section 6.01 ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage or encumber this Space Lease, in whole or in part, or sublet all or any part of the Premises without prior written consent of Landlord. If this Space Lease is assigned or if the Premises or any part thereof is occupied by anyone other than the Tenant, Landlord may collect Base Rent from the assignee or occupant, and apply the net amount collected to the Base Rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, under tenant or occupant as Tenant, or as a release of Tenant from the further performance to the provisions on its part to be observed or performed herein. Notwithstanding an assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms, covenants and conditions of this Space Lease. Any assignment, hypothecation or sublease of this Space Lease, or any part thereof, whether by operation of law or otherwise, except as explicitly allowed for in this Section 6.01, without the written consent of Landlord, shall be avoidable at the option of Landlord.

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**ARTICLE VII
INSURANCE AND INDEMNITY**

Section 7.01 INDEMNIFICATION OF LANDLORD

(A) Tenant shall indemnify, defend and save Landlord harmless for all suits, demands, claims, actions, damages, liability and penalties, judgments, awards, interest, cost and expenses, including all reasonable and actual attorney's fees incurred in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, said Premises.

(B) In no event shall Landlord be liable to Tenant for any injury to any person or damage to anything in or about the Premises unless such loss, damage or injury is caused by the negligence of the Landlord. None of the agents or employees of the Landlord shall be responsible for any of the liabilities, obligations or agreements of Landlord under this Space Lease.

Section 7.02 INSURANCE

Tenant shall maintain insurance coverage at its own cost and expense. The following coverage requirement and conditions shall apply:

(A) Physical Damage Insurance in an amount adequate to cover the full cost of all decorations, fixtures, contents and improvements in the Premises, as referenced in the Space Lease, in the event of fire, vandalism, malicious mischief, or other casualty generally included in extended coverage policies.

(B) General Comprehensive Liability Insurance with single limits coverage in an amount of two million (\$2,000,000) for personal injury, property damage and third party liability.

(C) Such insurance may not be canceled or amended without thirty-days (30) written notice by certified or registered mail to Landlord by the insurance company.

(D) Landlord shall be named as an additional insured on such insurance policy for Premises insurance, and on ancillary product insurance Tenant secures. At Landlord's option and request, Tenant shall deliver the original policy of all such insurance to Landlord within ten-days (10) of receipt of such request.

(E) Tenant shall be solely responsible for payment of premiums for all such insurance policies.

(F) Tenant shall provide Landlord with a certificate of insurance providing for the above requirements after the Space Lease is executed, and before occupancy of the Premises by Tenant.

Section 7.03 NOTIFICATION

Tenant shall give prompt notice to Landlord in case of fire, accidents, or defects in any fixtures or equipment in or on or about the Premises that are owned by the Landlord at the time Tenant takes possession of the Premises, as referenced in the Space Lease.

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**ARTICLE VIII
CASUALTIES, DESTRUCTION**

Section 8.01 RESTORATION, ABATEMENT

If all or any part of the Premises, as referenced in this Space Lease, is damaged or destroyed by fire or other casualty insured under Landlord's standard fire insurance policy Landlord shall repair the same with reasonable dispatch out of the insurance proceeds received from the insurer. In any event, regardless of timing of payment from the insurance policy or whether said insurance policy will cover the damage, Landlord will pay for and use its good faith efforts to complete the repairs necessary to allow Tenant to continue its use of the Premises as soon as possible.

If fire or other casualties damage the Premises, as referenced in this Space Lease, or any parts thereof, to such an extent that makes the use of the Premises impracticable, the Base Rent shall be abated. If, due to fault or failure of Tenant, and Tenant fails to adjust its own insurance claim within a reasonable time, and as a result thereof the repair and restoration is delayed, there shall be no abatement of Base Rent during the period of such resulting delay, or if the fire or damage to said Premises is caused by carelessness, negligence or improper conduct of Tenant, then notwithstanding such damage or destruction, Tenant shall be liable for the Base Rent during the unexpired period, without an abatement.

Section 8.02 TERMINATION OF LEASE UPON CASUALTY

In the event of damage to or destruction of or to the Premises, as referenced in this Space Lease, by fire or other casualty, Landlord shall use its good faith efforts to commence repairs and/or restoration as soon as possible, but in any event the Landlord shall have repaired and/or restored all such damage and/or destruction back to the original condition, if possible, as of the date Tenant first took possession of the Premises, within one-hundred and twenty days (120) from the date the damage or destruction occurred.

If the Landlord fails to complete all the repairs and/or restoration to the damage and/or destruction contemplated herein within one-hundred and twenty days (120), but has commenced with the repairs within one-hundred and twenty days (120) and is proceeding with diligence and continuity, Tenant shall allow a sixty-day (60) extension period for the Landlord to complete the repairs and/or restoration as described herein.

If the Landlord does not complete the repairs and/or restorations within the sixty-day (60) extension period, the Tenant may, by written notice, terminate this Space Lease on the date specified in such notice, and be entitled to the return of the full Security Deposit, as if that date had been originally fixed as the expiration date of the term herein of the Space Lease, provided such early termination date be less than two-hundred and ten days (210) after the event of damage and/or destruction as contemplated herein.

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Section 8.03 EXEMPTION OF LIABILITY

Landlord shall not, with the exception of the obligations and responsibilities detailed in Sections 8.01, 8.02, and the obligations and responsibilities of any other term, provision, covenant and/or condition of this Space Lease, be liable for any loss of business arising from damage to or destruction of the Premises, as referenced in this Space Lease, unless such damage, destruction or loss is a direct result of Landlord's gross negligence.

**ARTICLE IX
EMINENT DOMAIN**

Section 9.01 GENERAL

If the whole or part of the Premises, as referenced in this Space Lease, shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then at such time as possession shall be taken thereunder of this Space Lease, or any part thereof, the following provisions described in Sections 9.02 and 9.04 shall be operative.

Section 9.02 TAKING OF ALL PREMISES

If all of the Premises, as referenced in this Space Lease, is taken by eminent domain, the term herein Space Lease and all rights of Tenant hereunder shall immediately cease and terminate, and the Base Rent shall be adjusted as of the time of such termination so that Tenant shall have paid Base Rent up to the time of taking. The Tenant shall be entitled to the return of the full Security Deposit amount, less any damage to the Premises caused by Tenant.

Section 9.03 TAKING OF SUBSTANTIAL PART OF PREMISES

If the taking by eminent domain reduces the area of the Premises, as referenced in this Space Lease, which materially affects the use being made by the Tenant of the Space Lease, Tenant shall have the right by written notice to Landlord, no later than twenty-days (20) after possession is taken, to elect to, terminate this Space Lease.

(A) If such election to terminate this Space Lease is made by Tenant, the provisions for the taking of the whole shall govern, or:

(B) If such election to terminate is not made, this Space Lease shall continue and Landlord shall be entitled to the condemnation proceeds and the Base Rent shall be reduced in the same proportion that the rentable square footage of the Premises, as referenced in this Space Lease, taken bears to the rentable square footage of the Premises originally leased, and the Landlord shall, upon receipt of the award in condemnation make all necessary repairs or alterations to the Premises in which the Space Lease is located so as to constitute the portion of the building not taken a completed architectural unit. In any event, Landlord shall make the necessary repairs to the Premises, as referenced in this Space Lease, in a manner and condition whereby Tenant can reasonably conduct its business from within the Premises.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01 DEFAULT OF TENANT

Each of the following, but not limited thereto, shall be deemed a default by Tenant and a breach of this Space Lease:

(A) A failure in the payment of the monthly Base Rent for a period of two (2) consecutive months shall be considered a material breach and default under the terms of this Space Lease.

(B) A failure in the performance of any covenant or conditions on the part of Tenant to be performed, for a period of thirty-days (30) after the service of notice thereof by Landlord, provided, however, that no default on the part of Tenant shall be deemed to exist as the result of failure to complete said covenant or conditions, if said covenant or conditions are modified before the end of such thirty-days (30) period, or Tenant has begun to rectify the same, and thereafter prosecutes the curing thereof to completion with diligence and continuity.

(C) The filing of a case, by or against Tenant, for any relief under the Federal Bankruptcy Code 1978, as now or hereafter amended or supplemented, or its successor, or the filing of any case by or against Tenant under any future bankruptcy act for the same or similar relief.

(D) The dissolution, or the commencement of any action or proceeding for the dissolution or for liquidation, of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant.

(E) The taking possession of the property of Tenant by any governmental office or agency to statutory authority for the dissolution or liquidation of Tenant.

(F) The making by Tenant of a general assignment for the benefit of creditors.

(G) The vacation or abandonment of the Premises, as referenced in the Space Lease, by Tenant for a period exceeding forty (40) consecutive days.

Section 10.02 REMEDIES OF LANDLORD

In the event of any default of Tenant as above provided, Landlord shall have the following rights or remedies, in addition to any rights or remedies that may be given to Landlord by statute, law or otherwise:

(A) To, after notification and approval from the State of Alaska AMCO division and proper law enforcement agents, immediately re-enter and re-let the Premises, as referenced in the Space Lease, in Landlord's name, at such price and on such terms as Landlord in its sole and absolute discretion deem fit, subject to any obligations Landlord may have to mitigate Tenant's damages.

(B) In the event of a material breach by Tenant that results in a default as identified in Section 10.01, Tenant shall remain liable to pay Landlord, and shall promptly pay Landlord:

(1) All past due rent,

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(2) The present value, computed at a discount rate of three percent (3%) per annum, of all future rents which Tenant will owe Landlord under this Lease, and

(3) All direct and indirect costs, fees and damages incurred or suffered by Landlord as a direct and foreseeable result of such default, including without limitation, all legal costs and actual attorney's fees.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 WAIVER OF BREACH

No failure by either Landlord or Tenant to insist upon strict performance by the other of any covenant, agreement, term or condition of this Space Lease, or to exercise any right or remedies consequent upon breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Space Lease but each and every covenant, condition, agreement and term of this Space Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 11.02 ENTIRE AGREEMENT DISCLOSURES

(A) This agreement supersedes all other prior agreements and understanding between the Parties and may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the Parties against whom the same is sought to be enforced.

(B) If any provision of this Space Lease, the deletion of which would not be adversely affect the receipt of any material benefit by either Party, shall be held unenforceable or invalid to any extent, the remaining provisions shall not be affected and shall be valid and enforceable.

Section 11.03 CONSTRUCTION OF LEASE

Words of any gender used in this Space Lease shall be held to include any other gender and words of the singular number shall be held to include the plural when the sense requires.

Section 11.04 NOTICES

Any notices or demand which under the terms of this Space Lease or any statute must be given or made by the Parties hereto, shall be in writing and given or made by mailing the same by registered or certified mail address to the other Party as follows:

Landlord: Oleander, Inc.
3003 Minnesota Drive
Suite 201
Anchorage, AK 99503

Tenant: Raspberry Roots, LLC
501 Raspberry Road

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BY: _____

Suite 101 & 102
Anchorage, AK 99518

Either Party may, however designate in writing such new or other address to which such notice or demand shall thereafter be given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States mail at any general branch post office, and mailed by registered or certified prepaid mail.

Section 11.05 HAZARDOUS MATERIALS

Tenant shall keep the Premises, as referenced in the Space Lease, free of any and all hazardous materials. Tenant shall neither release upon the Premises nor cause nor permit the Premises to be used to manufacture, process, transport, store, handle or dispose of hazardous materials except in compliance with all applicable laws and other governmental requirements. For purposes of this Space Lease, the term "Hazardous Material" shall not be interpreted to include the following compounds / chemicals / materials: CO₂, hydrogen peroxide, bleach, butane, 100% proof alcohol, plant nutrients and pesticides allowed under Alaska State Law, flushing compounds, and other materials, chemicals and compounds that are generally used in the commercial marijuana cultivation and manufacturing general business practices. Tenant shall defend, indemnify and hold harmless Landlord and all of its affiliated parties against any claims, costs and liabilities related to the presence of hazardous materials claimed to have been released by the Tenant or for the claimed breaches by Tenant of any law or governmental requirement concerning the presence or release of hazardous materials. The term "hazardous materials" includes without limitation: flammable explosives, radioactive materials and hazardous and toxic substances as defined in any state and local law regulation.

Section 11.06 ESTOPPEL CERTIFICATE

Tenant shall at any time and from time to time upon not less than twenty-days (20) prior request by Landlord, provide a statement in writing certifying that this Space Lease is in full force and effect and if modified, stating the modification and the dates to which the Base Rent(s) and any other charges have been paid in advance. It is intended that any prospective purchaser, assignee or encumbrance of the Premises may rely upon such statement delivered pursuant to this Section 11.06.

Section 11.07 EXCUSE FOR NON-PERFORMANCE

Either party hereto shall be excused from performing any or all of its obligations hereunder with respect to any repair work required under the terms of this Space Lease for such times the performance of such obligations is prevented or delayed by an act of God, floods, explosion, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions by labor unions, or laws or order of governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such Party.

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Section 11.08 EXCLUSIVE JURISDICTION / VENUE

In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Space Lease, jurisdiction and venue therefore shall lie exclusively with the courts of the Third Judicial District for the State of Alaska, at Anchorage, Alaska, unless a non-appealable federal or Alaska state law should require the contrary.

Section 11.09 TIME OF ESSENCE

Time is of the essence of each and every provision hereof.

Section 11.10 BINDING EFFECT

This Space Lease shall be binding upon and insure to the benefit of the Parties hereto, their legal representatives, successors and assigns.

Section 11.11 LIMITATION OF LANDLORD'S LIABILITY

The obligations of Landlord under this Space Lease do not constitute personal obligations of Landlord or its owners, trustees, directors, and officers.

Section 11.12 EFFECTIVE DATE

This Space Lease shall be effective the instant the dated signatures of Landlord and Tenant are affixed hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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BY: _____

IN WITNESS WHEREOF, the parties have executed this Space Lease the day and year set opposite their respective signatures.

Landlord: Olcander, Inc.

By: Jerry A Workman
Jerry A. Workman

Date: April 1, 2016

Its: President and Authorized Representative

Tenant: Raspberry Roots, LLC.

By: Kimberley A Kole
Kimberley A. Kole

Date: April 1, 2016

Its: President

Personal Guarantor: Kimberley A. Kole

By: Kimberley A Kole
Kimberley A. Kole, an individual

Date: April 1, 2016

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BY: _____



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Owner:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

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

OFFICE USE ONLY

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

Raspberry Roots, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **February 25, 2016**.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick
Commissioner



THE STATE

of
ALASKA

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

Date Filed: 02/25/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-2/25/2016 2:35:38 PM

Entity Name: Raspberry Roots, LLC
Entity Number: 10036166
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Jana Weltzin
Physical Address: 601 W 5TH AVE, ANCHORAGE,
AK 99501
Mailing Address: 601 W 5TH AVE, ANCHORAGE,
AK 99501

Entity Physical Address: 501 RASPBERRY ROAD, ANCHORAGE, AK 99518

Entity Mailing Address: 601 W 5TH AVE, 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
Kim Kole	601 W. 5th Ave, 2nd Floor, Anchorage, AK 99501	100	Manager, 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: Jana D. Weltzin



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: 02/25/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-2/25/2016 2:30:37 PM

1 - Entity Name

Legal Name: Raspberry Roots, LLC

2 - Purpose

Cultivation, processing and sale of crops and any lawful purpose.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Jana Weltzin

Mailing Address: 601 W 5th Ave, Anchorage, AK 99501

Physical Address: 601 W 5th Ave, Anchorage, AK 99501

5 - Entity Addresses

Mailing Address: 601 W 5th Ave, Anchorage, AK 99501

Physical Address: 501 Raspberry Road, Anchorage, AK 99518

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Kim Kole			Organizer

Name of person completing this online application

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

Name: Jana D. Weltzin

The Operating Agreement of Raspberry Roots, LLC

An Alaska Limited Liability Company

Raspberry Roots, LLC Table of Contents

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Securities Law Disclosure

The Membership Interests or percentages of ownership of Raspberry Roots LLC (*Company*) have not been and will not be registered under the Securities Act of 1933, as amended (*Securities Act*); under any other federal securities laws; or under the securities laws of any state. The Membership Interests or percentages of ownership are offered and sold without registration based on exemptions from the registration requirement of the Securities Act and laws and regulations enacted by the Securities and Exchange Commission.

The Company will not be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, and will not file reports, proxy statements, or other information with the Securities and Exchange Commission or with any state securities commission.

The Limited Liability Company Membership Interests of the Company may not be offered for sale, sold, pledged, or otherwise transferred unless registered or qualified under applicable securities laws, or unless exempted from registration or qualification. Counsel for the owner of the Interest must appropriately register or qualify that Interest or establish any applicable exemption from registration or qualification; this opinion of counsel must be reasonably satisfactory to the Company.

No Member may register any Interest in the Company under any federal or state securities law without the express written consent of all Members.

The Members understand that some of the restrictions inherent in this form of business, and specifically set forth in this Agreement, may have an adverse impact on the fair market value of the Membership Interests if a Member attempts to sell or borrow against the Membership Interest in the Company.

Member Acknowledgment

By signing this Agreement, each Member agrees to the following provisions.

Exempt from Registration

Investment in the Member's Interest (*Interest*) in the Company involves a high degree of risk and is suitable only for sophisticated investors. Interests are being offered in reliance upon one or more exemptions from registration under the Securities Act, and any Securities Act of Alaska.

Member's Personal Investment

The Member is purchasing the Interest for the Member's own investment and with no intent to distribute or resell to any other person.

Registration or Opinion of Counsel before Transfer

In addition to other prohibitions and restrictions on transfer under this Agreement, the Interest will not be sold publicly without registration under the Securities Act and any applicable state securities law. Before any public sale, the selling Member must first obtain opinion of counsel that registration is not required in connection with any transaction; this opinion must be satisfactory to the Company. In no event may any Interest be sold within twelve (12) months of original issue to that Member.

Member's Principal Address

This Agreement notes each Member's principal address. Each Member shall notify the Company in writing within five (5) days of any change to this address.

Access to Facts

Each Member has had and continues to have access to all material facts regarding the Interest and is satisfied as to the advisability of making this investment.

No Right to Registration

No Member may require the Company to register any Interest under federal or state securities laws at any time, or to join in any future registration.

Hold Harmless

Each Member agrees to hold the Company and its Members, Member Principals, Organizers, controlling Persons (as defined in the Securities Act), and any persons affiliated with any of them or with the distribution of the Interest, harmless from all expenses, liabilities, and damages (including reasonable attorneys' fees) arising from a disposition of the Interest in any manner that violates the Securities Act, any applicable state securities law, or this Agreement.

Raspberry Roots, LLC

an Alaska Limited Liability Company

Article One

Company Formation

Section 1.01 The Limited Liability Company

This Agreement, dated March 1, 2016, sets forth the rights, duties, obligations, and responsibilities of the Members regarding the Company. The Company became effective upon the filing of Articles of Organization, as required by the State of Alaska, on February 25, 2016. The Members and their percentages of ownership are identified in the schedule attached to this Agreement as Exhibit A.

In consideration of the mutual promises, obligations, and agreements set forth in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

Section 1.02 The Company's Name

The Company's name is Raspberry Roots, LLC. The Members may change the name of the Company or operate the Company under different names.

Section 1.03 Tax Classification as a Partnership

The Members intend to establish an entity that is subject to taxation as a partnership.

Section 1.04 Company's Purpose and Scope

The Company is organized to conduct any lawful purpose permitted under the Act.

In order to accomplish these purposes, the Company may:

- own, acquire, manage, manufacture, cultivate, retail, develop, operate, buy, sell, exchange, finance, refinance, and otherwise deal with real, personal, tangible, and intangible property, and any type of business, as the Members determine from time to time to be in the best interests of the Company; and

- conduct any lawful business and investment activity permitted under the laws of Alaska and in any other jurisdiction in which the Company may have a business or investment interest in order to accomplish these objectives.

The Company may engage in any other activities that are related or incidental to these purposes, as the Members may determine with sole and absolute discretion.

Section 1.05 The Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is:

501 Raspberry Road
Anchorage, Alaska 99518

or where the Members otherwise determine. The records maintained by the Company must include all records that the law requires the Company to maintain. The Company must maintain a records office in any jurisdiction that requires a records office and the Company must maintain all records required by applicable law at each records office.

Section 1.06 Registered Agent and Registered Office

The Company's registered agent is Jana Weltzin (JDW, LLC), and the Company's registered office is located at:

3003 Minnesota Drive Suite 201
Anchorage, Alaska 99503

Section 1.07 The Company's Term

The Company's duration is perpetual. The Company began on February 25, 2016 and continues until terminated or dissolved by this Agreement.

Section 1.08 Venue

Venue for any dispute arising under this Operating Agreement or any disputes among any Members or the Company will be in the county of the Company's Registered Office.

Article Two Tax Matters

Section 2.01 Tax Classification

Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Membership Interest and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be as established by Internal Revenue Code Subchapter K.

Section 2.02 Legal and Accounting Costs for Tax Matters

The Company must pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

(a) Discretion as to Tax Matters

The Company shall notify all of the Members upon receipt of any notice regarding any examination by any state, federal, or local authority regarding the Company's tax compliance. Subject to its fiduciary duty to the Members, the Company may determine whether to contest any

proceedings, how to pursue any proceedings, and whether and on what terms to settle any dispute with the Internal Revenue Service.

(b) Tax Classification as a Partnership

Unless the Members unanimously elect not to be treated as a partnership for federal income tax purposes, the Company shall take all steps reasonably necessary to classify the Company as a partnership for tax purposes under the Code and Regulations.

The Company shall, if appropriate, prepare and file any forms necessary or appropriate to classify the Company as a partnership under the laws of any jurisdiction in which the Company transacts business.

Section 2.03 Tax Elections

The Members must make any applicable or available tax elections on behalf of the Company by unanimous vote—including any decision to change the tax classification of the company from partnership to corporation, or from corporation to partnership.

Article Three

Membership Interests

Section 3.01 Membership Interest in the Company

Each Member's Membership Interest is the percentage interest in the attached Exhibit A. The Company shall maintain a correct record of all Members and their Membership Interests together with amended and revised schedules of ownership caused by changes in the Members and changes in Membership Interests.

Section 3.02 Valuing Membership Interests in the Company

For all purposes, the value of the Company as an entity and of Membership Interests will be their respective fair market values. Any dispute, contest, or issue of fair market value will be resolved by a written Qualified Appraisal by a Qualified Appraiser selected by the Members.

Article Four

Company Management

Section 4.01 Management by its Members

The Company is a manager-managed Alaska limited liability company. As such, it shall be governed, operated and managed pursuant to the unanimous consent and authority of its Managers.

The Managers must act in good faith; with the care that an ordinarily prudent person in a similar position would exercise under similar circumstances, and in a manner each Manager reasonably believes to be in the best interests of the Company.

Section 4.02 Signing Documents

The Manager of the Company shall be required to accept and execute any instruments, contracts, agreements, or other documents for the acquisition, encumbrance, or disposition of the Company's property.

Section 4.03 Voting

The unanimous consent and approval of the Managers shall be required when voting on any matter affecting, binding or otherwise having to do with the Company and its business.

Section 4.04 No Authority of Individual Members

No individual Member is an agent of the Company, and no Member may make any contracts, enter into any transactions, or make any commitments on the Company's behalf. The consent and approval of the Managers of the Company is required to act on behalf of or bind the Company.

Section 4.05 Non-Liability of Members for Acts, Omissions, or Forbearances in Their Managerial Capacity

To the extent permitted by Alaska law, all Members are released from liability for damages and other monetary relief because of any act, omission, or forbearance in their capacity as a Manager of the Company. This release does not protect any Member from being required by a court to purchase the Membership Interest of another Member who successfully contends that the Member committed actionable oppressive acts to the prejudice of the other Member. No amendment or repeal of this provision affects any liability or alleged liability of any Member for acts, omissions, or forbearances that occurred before the amendment or repeal.

Section 4.06 Powers

In pursuing its lawful purposes, the Company may do all things that limited liability companies are permitted to do under the Act.

Article Five The Members

Section 5.01 Members' Names and Addresses

The Company shall maintain an updated list of all past and present Members of the Company, and their last known mailing addresses. The list must be kept as part of the Company records.

Section 5.02 Limited Liability of Members

No Member will be required to contribute capital to the Company for the payment of any losses or for any other purposes, and no Member will be responsible or obligated to any third party for any debts or liabilities of the Company in excess of the amount of:

that Member's unpaid required contributions to the Company's capital;
unrecovered contributions to the Company's capital; and
that Member's share of any undistributed Company profits.

Section 5.03 Access to Information

Subject to the provisions of this Section, each Member is entitled to all information regarding the Company under the circumstances and subject to the conditions stated in this Agreement and the Act.

All Members who obtain any information are subject to the confidentiality provisions of this Section. The Members acknowledge that they may receive confidential information regarding the Company, the release of which may be damaging to the Company or to persons with whom it does business. Each Member shall hold in strict confidence any information regarding the Company that is confidential, and may not disclose it to any person other than another Member, except if any such Member is compelled by law, but the Member must notify the other Members promptly of any request for that information before making any such disclosure.

Article Six General Matters

Section 6.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the A.S. § 32 et seq., as amended from time to time.

(b) Affiliated Person

Affiliated Person means a Member, a member of an individual Member's Immediate Family, a Legal Representative, or trust for the benefit of a Member and members of the Immediate Families of the individual Member, and any corporation or other legal entity of which a majority of the voting interest is owned by any one or more Affiliated Persons.

(c) Agreement

Agreement means this Operating Agreement, as amended from time to time.

(d) Articles of Organization

Articles of Organization means the Articles of Organization filed with the Alaska Corporation Commission as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(e) Company

Company means Raspberry Roots, LLC, an Alaska limited liability company.

(f) Delivery

Delivery means:

personal delivery to a party;

mailing by certified United States mail to the last known address of the party to whom delivery is made, with return receipt requested to the party making delivery;

facsimile transmission to a party when receipt is confirmed in writing or by electronic transmission back to the sending party; or

electronic mail transmission to a party when receipt is confirmed in writing or by electronic mail transmission back to the sending party.

The effective date of delivery is the date of personal delivery or the date of the return receipt, if received by the sending party. If no return receipt is provided, then the effective date will be the date the transmission would have normally been received by certified mail if there is evidence of mailing.

(g) Immediate Family

Immediate Family means any Member's spouse (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), parents, parents-in-law, descendants (including descendants by adoption), brothers, sisters, brothers-in-law, sisters-in-law, and grandchildren-in-law.

(h) Including and Includes

In this Agreement, the words *include*, *includes*, and *including* mean *include* without limitation, *includes* without limitation, and *including* without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(i) Independent Person

Independent Person means an individual who is not related to or subordinate to a claimant or respondent of any controversy concerning the Company, is not a Member of the Company, and has no financial stake in the resolution of the controversy other than fair and reasonable compensation for services provided to resolve the controversy.

(j) Internal Revenue Code

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Internal Revenue Code in effect. If a particular provision of the Internal Revenue Code is renumbered or a subsequent federal tax law supersedes the Internal Revenue Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(k) Legal Representative or Personal Representative

The terms *Legal Representative* and *Personal Representative* mean a person's guardian, conservator, executor, administrator, Trustee, or any other person or entity personally representing a person or the person's estate.

(l) Market Rate of Interest or Market Rate

The terms *market rate of interest* and *market rate* mean the rate of interest identified as the *prime rate* by the *Wall Street Journal* in its "Money Rates" column; or, if two or more rates are reported as the prime rate, the average of the two or more. If Internal Revenue Code Sections 483 and 1274A apply to this transaction, the minimum rate of interest of the purchase money obligation will be fixed at the rate of interest then required by those Sections.

(m) Member

Member means any person or legal entity designated in this Agreement as a Member or any person or legal entity who becomes a Member under this Agreement as identified and described in Exhibit A attached and incorporated herein by reference.

(n) Members

The term *Members* means all of the Members of the Company as identified and described in Exhibit A attached and incorporated herein by reference.

(o) Membership Interest

Membership Interest means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Membership Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Interest is personal property and no Member will acquire any interest in any of the assets of the Company.

Each holder of a Membership Interest will have the right to vote the holder's proportionate interest in the Company regarding all matters that Members have a right to vote on under this Agreement or by law.

(p) Person

Person has the same broad meaning as defined in Internal Revenue Code Section 7701(a)(1). The term specifically includes the Company; its successors and assigns; each Member or Assignee, and their successors, assigns, heirs, and personal representatives. The phrase *each other person* identifies any individual, corporation, partnership, limited liability company, trust, or other party whose interest may be affected, adversely or otherwise, by the resolution of any dispute, contest, or claim.

(q) Property

Property means all Company property and rights as described herein and any property, real or personal, tangible or intangible, otherwise acquired by the Company.

(r) Qualified Appraiser and Qualified Appraisal

A *Qualified Appraiser* means an appraiser who is a Member of the American Society of Appraisers, Business Valuations Division and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

(s) Securities Act

Securities Act refers to the Securities Act of 1933, as amended.

(t) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Members. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(u) Unanimous Consent

Unanimous Consent shall mean the consent and approval of all the Members of the Company.

Section 6.02 Changing the Company's Situs

The Company's situs may be changed only by the unanimous written consent of all of the Members.

Section 6.03 No Duty to Mail Articles of Organization

The Company does not have an obligation to deliver or mail copies of the Articles of Organization or any amendments to the Members unless required to do so by the Act.

Section 6.04 General Matters

The following general provisions and rules of construction apply to this Agreement:

(a) Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original.

Any person may rely on a copy of this Agreement that the Manager certifies to be a true copy to the same effect as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(d) Governing Law

This Agreement is governed, construed, and administered according to the laws of Alaska, as from time to time amended, except as to trust property required by law to be governed by the laws of another jurisdiction, and unless the situs of administration is changed.

(e) Notices

Unless otherwise stated, whenever this Agreement calls for notice, the notice must be in writing and must be personally delivered with proof of delivery, or mailed postage prepaid by certified mail, return receipt requested, to the last known address of the party requiring notice. Notice is effective on the date personally delivered or on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received by certified mail. If notice is required to be given to a minor or incapacitated individual, notice must be given to the minor or incapacitated individual's parent or Legal Representative.

(f) Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any

provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

(g) Acceptance

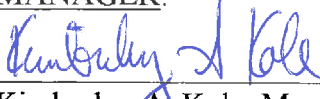
Each Member has reviewed this Agreement, accepts all its provisions, and agrees to be bound by all the terms, conditions, and restrictions contained in this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

ACCEPTED AND APPROVED:

MANAGER:



Kimberley A. Kole, Manager

MEMBERS:

Kimberley A. Kole
an individual,

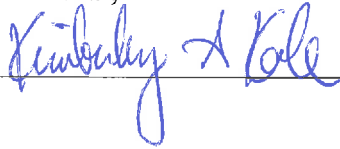
By: 

EXHIBIT A

(Member Names and Membership Interests)

<u>Member Names</u>	<u>Membership Interests</u>
Kimberley A. Kole an individual	100%
	-
	-
	-
	-
	-
	-
TOTAL:	100.00%



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

**Application for New
Marijuana License**

Raspberry Roots, LLC is applying for a new Standard Marijuana Cultivation Facility License 3 AAC 306.400(1), doing business as RASPBERRY ROOTS located at 501 Raspberry Rd, Anchorage, AK, 99518, UNITED STATES.

Interested persons should submit written comment or objection to their local government, the applicant, and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 or to marijuana.licensing@alaska.gov not later than 30 days after this notice of application.2

I, Zach Menzel, Sales Representative for the Anchorage Publishing, Co., verify that the New Marijuana Cultivation License for The Raspberry Roots, LLC appeared in the March 17th, March 24th, and March 31st 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 12 day of April, 2016

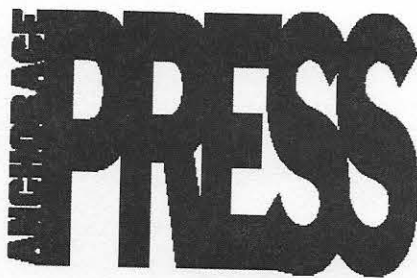


Notary Public Signature

July 26, 2018

Commission Expires

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



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

Application For New
Marijuana License

Raspberry Roots, LLC is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #10098, doing business as RASPBERRY ROOTS, located at 501 Raspberry Rd, Suites 101 & 102, Anchorage, AK, 99518, UNITED STATES.

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

I, Zach Menzel, Sales Representative for the Anchorage Press, verify that the New Standard Marijuana Cultivation License for Raspberry Roots, LLC appeared in June 9, 2016 issue of the Anchorage Press Newspaper.

Zach Menzel

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 9 day of June, 2016

Notary Public Signature

July 26, 2018

Commission Expires

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

Correspondence



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 26, 2016

Raspberry Roots, LLC
DBA: Raspberry Roots
Via email: kimkoleinak@gmail.com

Re: Standard Marijuana Cultivation Facility License Application #10098

Dear Applicant,

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

- MJ-02 Premises Diagram
 - Please correct the license # in Section 1 of pg 1 of form MJ-02
 - Please clearly delineate the proposed licensed premises for the cultivation facility, by outlining for example
 - When looking at your diagram the boundaries of the proposed cultivation facility should be clear and should not include areas for other proposed license types
 - You included suite #'s on your diagram but those suite #'s don't appear anywhere else in your documentation or initial application
- Corrections associated with suite #'s
 - Please confirm via email that your proposed premises should be 501 Raspberry Rd Suites 101 & 102
 - Once that confirmation is received we will correct the address in the system and a new advertisement and public notice will be generated
 - Please run a one-time correction ad in the newspaper using the new advertisement notice and submit a publisher's affidavit
 - Please post the new public notice for 5 additional days and submit form MJ-07
 - Submit the new public notice to the MOA and community council and submit form MJ-08
 - All forms will need to be corrected to include the suite #'s in the address in section 1

- Proof of Possession of Proposed Premises
 - The premises address in the lease needs to include the suite #s
 - The lease states that the “Landlord holds the master lease agreement to and for all leasing rights...”
 - If this is not the master lease, you must submit a copy of the master lease

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



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 12, 2016

Raspberry Roots, LLC
DBA: Raspberry Roots
Via email: kimkoleinak@gmail.com

Re: Standard Marijuana Cultivation Facility License Application #10098

Dear Applicant,

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

- MJ-02 Premises Diagram
 - Please correct the license # in Section 1 of pg 1
 - Please clearly delineate the proposed licensed premises for the cultivation facility, by outlining for example
 - Please clearly delineate the Restricted Access Areas, by outlining for example
 - You mention "other tenant" on your diagram, are there other units/suites within this building?
 - Do you have a unit/suite #?
 - If you have a unit/suite # you may need to correct some of your documents and run a one-time correction advertisement in the newspaper as well as re-posting your public notice for an additional 5 days
- MJ-07 Public Notice Posting Affidavit
 - Please correct the license # in Section 1
- MJ-08 Local Government Notice Affidavit
 - Please correct the license # in Section 1
- MJ-09 Statement of Financial Interest
 - Please correct the license # in Section 1
- Proof of Possession of Proposed Premises
 - Please submit a legally binding document showing your right to possession of the proposed licensed premises, a lease for example
 - This will need to include the unit/suite # if applicable

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

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: Marijuana Licensing (CED sponsored)
To: ["Kim Kole"](#)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: Standard Marijuana Cultivation License Application #10098 - Incomplete Letter *DEADLINES May 26th & August 10th*
Date: Tuesday, May 31, 2016 1:06:00 PM

Good Afternoon Kim,

You do need to distinguish the two licensed premises in some way. For example the cultivation facility could be suites 101A and 102 and the retail store could be in suite 101B.

Thank you,
AMCO Staff

From: Marijuana Licensing (CED sponsored)
Sent: Thursday, May 26, 2016 4:08 PM
To: Kim Kole; Marijuana Licensing (CED sponsored)
Subject: RE: Standard Marijuana Cultivation License Application #10098 - Incomplete Letter
DEADLINES May 26th & August 10th

I have updated the record to reflect the suite numbers for the cultivation. You should be able to go on line and reprint the public notice and the ad notice.

Thanks

AMCO Staff

From: Kim Kole [<mailto:kimkoleinak@gmail.com>]
Sent: Thursday, May 26, 2016 2:51 PM
To: Marijuana Licensing (CED sponsored)
Subject: Re: Standard Marijuana Cultivation License Application #10098 - Incomplete Letter
DEADLINES May 26th & August 10th

Yes, I am confirming that the address 501 includes suites 101 and 102. I just checked with the landlord and he said that the way the building is split up, the cultivation is in suites 101 and 102 and the retail is in 101 only. I want to confirm that this is ok, and that they don't have to have completely separate addresses by suites numbers. Thank you for your assistance.

Kim

Hello,

Your application corrections have been reviewed. Please read the attached letter regarding information/documents/corrections still needed.

Thank you,

AMCO Staff

From: Kim Kole [mailto:kimkoleinak@gmail.com]
Sent: Wednesday, May 25, 2016 4:38 PM
To: Marijuana Licensing (CED sponsored)
Subject: Re: Standard Marijuana Cultivation License Application #10098 - Incomplete Letter
DEADLINES May 26th & August 10th

Please see the attached documents that needed to be fixed for my application for Raspberry Roots Standard Cultivation, license # 10098.

On Thu, May 12, 2016 at 10:10 AM, Marijuana Licensing (CED sponsored)

<marijuana.licensing@alaska.gov> wrote:

Good Morning Kim,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed. Please note there are deadlines of May 26, 2016 and August 10, 2016.

I just want to let you know that I will be out of the office from noon today until Tuesday. Feel free to shoot me an email or give me a call in the next two hours or on Tuesday if you have any questions about the incomplete letter.

Thanks,

Christina Thibodeaux

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



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Notifications



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 14, 2016

Municipality of Anchorage

Attn: Mandy Honest

VIA Email: honestml@muni.org
moserak@muni.org
mcconnelleb@ci.anchorage.ak.us
mclaughlinfd@muni.org
odellsm@muni.org
schoenthaltn@muni.org

License Number:	10098
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Raspberry Roots, LLC
Doing Business As:	RASPBERRY ROOTS
Physical Address:	501 Raspberry Rd Suites 101 & 102 Anchorage, AK 99518
Designated Licensee:	Kimberley Kole
Phone Number:	907-727-6584
Email Address:	kimkoleinak@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

From: Thibodeaux, Christina N (CED)
To: ["honestml@muni.org"](mailto:honestml@muni.org); ["Moser, Amanda K."](mailto:Moser,Amanda.K.); ["mcconnelleb@ci.anchorage.ak.us"](mailto:mcconnelleb@ci.anchorage.ak.us); ["McLaughlin, Francis D."](mailto:McLaughlin,Francis.D.); ["odellsm@muni.org"](mailto:odellsm@muni.org); ["schoenthaln@muni.org"](mailto:schoenthaln@muni.org)
Subject: LG Notification of New Marijuana License Application #10098 Raspberry Roots
Date: Tuesday, June 14, 2016 1:51:00 PM
Attachments: [10098 Local Government Notice.pdf](#)

Dear local government officials,

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

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

You will receive an email that looks like this:

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

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

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

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

Full information about the drop-off:

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

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

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

Please prove you are a person

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



Pickup Files

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

Drop-Off Summary

Click on a filename or icon to download that file.

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

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

Thank you,

Christina Thibodeaux

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

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



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Municipality of Anchorage

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

Office of the Municipal Clerk Licensing

June 15, 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
Raspberry Roots, #10098

Dear Ms. Franklin:

In accordance with Anchorage Municipal Code 10.80.061A., the Municipal Clerk is **protesting** the state marijuana establishment license #10098 for a standard marijuana cultivation facility, doing business as Raspberry Roots.

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

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

Cordially,

Mandy Honest
Business License Official

Concur,

Amanda K. Moser
Deputy Municipal Clerk

C: Erika McConnell, Special Assistant to the OECD Director
Raspberry Roots – via email



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

June 14, 2016

Taku/Campbell Community Council
Attn: President or Chair
VIA email: jefflandfield@hotmail.com
Cc: info@communitycouncils.org

License Number:	10098
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Raspberry Roots, LLC
Doing Business As:	RASPBERRY ROOTS
Physical Address:	501 Raspberry Rd Suites 101 & 102 Anchorage, AK 99518
Designated Licensee:	Kimberley Kole
Phone Number:	907-727-6584
Email Address:	kimkoleinak@gmail.com

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

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

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

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

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["jefflandfield@hotmail.com"](mailto:jefflandfield@hotmail.com)
Cc: ["info@communitycouncils.org"](mailto:info@communitycouncils.org)
Subject: Community Council Notification for New Marijuana License Application #10098 Raspberry
Date: Tuesday, June 14, 2016 2:04:00 PM
Attachments: [10098 Taku.Campbell Community Council Notice.docx](#)
[10098 Online App Redacted.pdf](#)
[10098 MJ-02 Premises Diagram.pdf](#)

Hello,

Please find the attached notification for a new marijuana license application in your area.

*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

June 14, 2016

Raspberry Roots, LLC
DBA Raspberry Roots
VIA email: kimkoleinak@gmail.com

Re: Application Status for License # 10098

Dear Applicant:

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

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

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

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

Your application will be scheduled for the July 7th board meeting for Marijuana Control Board consideration. Because July 7, 2016 is less than 60 days from today, the board will not grant or deny your application before August 13, 2016 unless your local government waives its right to protest per 3 AAC 306.075(a)(1). Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Sincerely,

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

Cynthia Franklin
Director, Marijuana Control Board

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["Kim Kole"](#)
Subject: Marijuana License Application #10098 *Complete Letter*
Date: Tuesday, June 14, 2016 2:09:00 PM
Attachments: [10098 Applicant Notice.docx](#)

Hi Kim,

Please find the attached letter regarding your complete application!

Christina Thibodeaux

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

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



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Miscellaneous Documents



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Owner:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	MTS-02 : Premise Diagram
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OFFICE USE ONLY

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

Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached, and submitted to any supplemental premises diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.



Section 1 – Establishment Information

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

Licensee:	Kimberley Kole	License Number:	10190		
License Type:	Standard Cultivation				
Doing Business As:	Raspberry Roots, LLC				
Premises Address:	501 Raspberry Rd				
City:	Anchorage	State:	ALASKA	ZIP:	99518



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.

Please refer to the following 2 pages for the diagram.

- the top of the 1st page^(yellow) is for the retail that will be in a separate application.



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd, Suites 101 & 102				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Licensee:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>MJ 04: Cultivator Supplemental</p>
-----------------	---------------------------------------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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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:	Kimberley Kole	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Raspberry Roots				
Premises Address:	501 Raspberry Road Suites 101B & 102				
City:	Anchorage	State:	ALASKA	ZIP:	99518



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

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 license premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☒ ☐

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

☒ ☐

Section 3 – Cultivation Plan

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

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

The proposed facility will be approximately 13,000 square feet, with cultivation areas measuring approximately 8,000 square feet. The facility will have one front door for all regular ingress and egress from the building, and one emergency exit door. The facility will have an entrance and lobby area, one office and safe room, one veg rooms, five flower rooms, one mother and cloning rooms, two rooms for marijuana harvesting/drying and processing, two rooms for marijuana packaging and storage, two rooms for storage of all other facility products and materials, one rooms for disposal activity and waste storage, four restrooms (two for women and two for men), and two kitchens and break room. There will be one loading platform for all delivery and pick-up activity.



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

There are several growing mediums which Raspberry Roots will use to grow the marijuana plants. The facility will use hydroponics with a water-only nutrient solution in which the roots of the plant will be suspended. The facility will also use organic growing mediums with a combination of materials and substances, including coconut shell fibers (coco), peat moss, sand, perlite, and vermiculite, combined with or without plant nutrients. The facility will also be outfitted with an automatic irrigation system utilizing hydroponic tables designed in conjunction with a nutrient management system to maximize production yield.

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

The facility will use the following plant nutrients as fertilizer added to the hydroponic water solution or to the growing medium: (1) Nitrogen; (2) Phosphorus; (3) Potassium; (4) Sulfur; (5) Calcium; (6) Magnesium; (7) Iron; (8) Manganese; (9) Boron; (10) Copper; (11) Zinc; (12) Molybdenum; (13) Chlorine; (14) Nickel; and (15) Silicon. The facility will use some amount of the following non-fertilizer plant elements as gases absorbed through the plant roots or plant leaves: (1) Hydrogen; (2) Oxygen; and (3) Carbon. The facility will use carbon dioxide (CO₂) as a gas distributed in the growing rooms by pressurized cylinders of carbon dioxide. The gas is used to supply the plant roots and plant leaves with oxygen and carbon. The parts per million (ppm) of carbon dioxide gas distributed to each growing room will be constantly electronically monitored and set to turn on and off when the ppm concentration of CO₂ gas falls below or rises above a set concentrate. The facility will use hydrogen peroxide and chlorine bleach as cleaning agents.

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

The facility will use hand watering techniques or drip irrigation methods for plants growing in individual containers. There will be very little to no water run-off from these watering systems. The facility will use a closed system automated watering system to recirculate the water and nutrient solution for hydroponic growing. The facility will contain all waste water and water solutions used to water the plants in a large mobile storage tank for distribution and recycling to growing outdoor plants in containers at the facility or supplying nutrients to plants growing outdoors in area landscapes.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

Raspberry Roots will implement a thorough Disposal Plan to safeguard marijuana consumers, employees, and the community from the potential hazards presented by marijuana waste. The expected waste that the Company will be disposing of includes: (1) waste from marijuana flowers, trim, and solid plant materials; (2) marijuana that is identified as infected or fails to meet quality testing; (3) marijuana plant waste; (4) run off water from the plants during cultivation; and (5) medium used for cultivation and root matter. The Company will ensure that all marijuana waste is rendered unusable prior to leaving the facility. Management will maintain a log on the status of all marijuana waste, tracking the type of waste, the date of disposal, the date it was rendered unusable, and the date that it was picked up by the disposal company. To render marijuana unusable, Raspberry Roots will grind and incorporate the marijuana waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. Non-compostable solid wastes include paper waste, plastic waste, cardboard waste, and soil. Compostable solid wastes include food waste, yard waste, and vegetable-based grease or oils. Management will ensure that the resulting mixture is composed of no more than fifty percent (50%) marijuana by volume, and will log the composition of the mixture in the disposal log, which will be made available to AMCO upon request. The disposal log will be kept as part of the Company's business records. Marijuana waste will be rendered unusable using this method a minimum of once per day, before the facility closes. Once rendered unusable, marijuana will be securely stored in locked containers located on the premise. All locks will comply with the highest UL standards, and only authorized personnel will have access to the keys that lock and unlock the disposal containers. The disposed marijuana will not be stored outside the facility at any time. Twice a week, a waste truck will collect the waste and dispose of it. To ensure tracking and to ensure that no diversion occurs, a manager will meet with the waste truck driver and collect a signature and the name of the waste truck driver, the date, time, and the type of marijuana waste being collected. This information will be entered into the disposal log, which will be securely stored and made available to AMCO upon request. A manager will make arrangements with the disposal company if ever the dumpsters are full prior to pick-up.

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:

The facility will be constructed and outfitted to maximize odor control efforts through the strategic use of climate control, air filtration, ventilation, and exhaust. The facility will grow all the plants in individual growing rooms. In each growing room there will be several large carbon filters placed on recirculating commercial fans filtering the air for particulates and odor. The ambient air outside of the grow rooms, and circulating in the building will have a closed system air conditioner also filtering the air for particulates and odor while maintaining the building's air temperatures. The air filtration and circulation systems will be essential to controlling heat buildup and eliminating exhaust odors. The air circulation in the facility will be designed in conjunction with the grow lights to counteract the heat emission from the lighting system. Exhaust fans will be fixed to eliminate heat and excess oxygen.



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 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:

Raspberry Roots understands and will comply with all testing regulations to ensure our product exceeds the testing requirements. The facility will grow all plants with an individual number, tracking the plant's life cycle. The facility will track and package the flower bud harvested from the individually-number plants into batches of five (5) pounds. The facility will provide a sample of each harvest batch produced at the facility to a testing facility and will not sell or transport any marijuana until all laboratory testing has been completed. The facility will collect a random, homogenous sample by segregating harvested marijuana into batches of individual strains of bud and flower, and selecting a random sample from each batch. The facility will have a designated individual responsible for collecting each sample, and that individual will prepare a signed statement attesting that each sample was randomly selected, provide a signed statement to the testing facility, and maintain a copy as a business record. The facility will transport the sample to the testing facility's premises in compliance with the state regulations and the company's transportation policies. The facility will segregate the batch from which the sample was selected until the testing facility reports the results from its tests. During the period of segregation, the facility will maintain the batch in secure, cool, and dry storage to protect the marijuana from contamination. The facility will not sell or transport any products from the batch until the testing facility has completed its testing and provided those results, in writing, to the facility. The facility will maintain the results as part of its business books and records. Raspberry Roots will fully comply with any request from the Director of the AMCO for a random sample from any medium used for growing, soil amendments, fertilizers, crop production aids, pesticides, or water, and shall bear the expense for all such requests.



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 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:

[N/A]



Alaska Marijuana Control Board
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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:

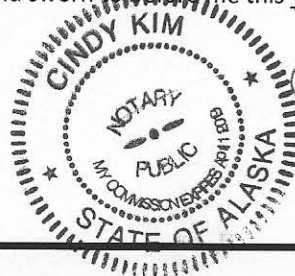
The facility will not place a sign on the building indicating the growing or cultivation of marijuana plants within the facility. Raspberry Roots will only show signage indicating the physical address of the building. All facility windows shall be opaque to ensure that no marijuana product, marijuana, and/or marijuana plants are visible to the public from outside the facility. The facility will have no markings on their vehicles to indicate the growing or cultivation of marijuana. The facility will be outfitted with reinforced security walls to separate all public areas of the premises from all cultivation areas, marijuana processing and storage areas, and restricted access areas. No individuals will be permitted on the premises without checking in with and being escorted by an authorized employee. All movement, transport, or otherwise ingress or egress of marijuana products will be discrete, utilizing the designated loading platform. All marijuana products will be securely packaged, labeled, and organized for transport within the facility before being moved out of the buildings.

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.

Kimberley A Kole
Signature of licensee
Kimberley A Kole
Printed name

Subscribed and sworn to before me this 3rd day of MAY, 2016.



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 04/01/2019



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

Alcohol and Marijuana Control Office

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Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

(Additional Space as Needed):



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
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Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Owner:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>MJ-04: Marijuana Cultivation Facility</p>
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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:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Marijuana Cultivation Facility License - Standard Cultivation				
Doing Business As:	RASPBERRY ROOTS				
Premises Address:	501 Raspberry Rd.				
City:	Anchorage	State:	ALASKA	ZIP:	99518



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

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 license premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☒ ☐

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

☒ ☐

Section 3 – Cultivation Plan

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

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

The proposed facility will be approximately 13,000 square feet, with cultivation areas measuring approximately 8,000 square feet. The facility will have one front door for all regular ingress and egress from the building, and one emergency exit door. The facility will have an entrance and lobby area, one office and safe room, one veg rooms, five flower rooms, one mother and cloning rooms, two rooms for marijuana harvesting/drying and processing, two rooms for marijuana packaging and storage, two rooms for storage of all other facility products and materials, one rooms for disposal activity and waste storage, four restrooms (two for women and two for men), and two kitchens and break room. There will be one loading platform for all delivery and pick-up activity.

**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:

There are several growing mediums which Raspberry Roots will use to grow the marijuana plants. The facility will use hydroponics with a water-only nutrient solution in which the roots of the plant will be suspended. The facility will also use organic growing mediums with a combination of materials and substances, including coconut shell fibers (coco), peat moss, sand, perlite, and vermiculite, combined with or without plant nutrients. The facility will also be outfitted with an automatic irrigation system utilizing hydroponic tables designed in conjunction with a nutrient management system to maximize production yield.

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

The facility will use the following plant nutrients as fertilizer added to the hydroponic water solution or to the growing medium: (1) Nitrogen; (2) Phosphorus; (3) Potassium; (4) Sulfur; (5) Calcium; (6) Magnesium; (7) Iron; (8) Manganese; (9) Boron; (10) Copper; (11) Zinc; (12) Molybdenum; (13) Chlorine; (14) Nickel; and (15) Silicon. The facility will use some amount of the following non-fertilizer plant elements as gases absorbed through the plant roots or plant leaves: (1) Hydrogen; (2) Oxygen; and (3) Carbon. The facility will use carbon dioxide (CO₂) as a gas distributed in the growing rooms by pressurized cylinders of carbon dioxide. The gas is used to supply the plant roots and plant leaves with oxygen and carbon. The parts per million (ppm) of carbon dioxide gas distributed to each growing room will be constantly electronically monitored and set to turn on and off when the ppm concentration of CO₂ gas falls below or rises above a set concentrate. The facility will use hydrogen peroxide and chlorine bleach as cleaning agents.

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

The facility will use hand watering techniques or drip irrigation methods for plants growing in individual containers. There will be very little to no water run-off from these watering systems. The facility will use a closed system automated watering system to recirculate the water and nutrient solution for hydroponic growing. The facility will contain all waste water and water solutions used to water the plants in a large mobile storage tank for distribution and recycling to growing outdoor plants in containers at the facility or supplying nutrients to plants growing outdoors in area landscapes.



Alaska Marijuana Control Board

**Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility****Describe the marijuana cultivation facility's waste disposal arrangements:**

Raspberry Roots will implement a thorough Disposal Plan to safeguard marijuana consumers, employees, and the community from the potential hazards presented by marijuana waste. The expected waste that the Company will be disposing of includes: (1) waste from marijuana flowers, trim, and solid plant materials; (2) marijuana that is identified as infected or fails to meet quality testing; (3) marijuana plant waste; (4) run off water from the plants during cultivation; and (5) medium used for cultivation and root matter. The Company will ensure that all marijuana waste is rendered unusable prior to leaving the facility. Management will maintain a log on the status of all marijuana waste, tracking the type of waste, the date of disposal, the date it was rendered unusable, and the date that it was picked up by the disposal company. To render marijuana unusable, Raspberry Roots will grind and incorporate the marijuana waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. Non-compostable solid wastes include paper waste, plastic waste, cardboard waste, and soil. Compostable solid wastes include food waste, yard waste, and vegetable-based grease or oils. Management will ensure that the resulting mixture is composed of no more than fifty percent (50%) marijuana by volume, and will log the composition of the mixture in the disposal log, which will be made available to AMCO upon request. The disposal log will be kept as part of the Company's business records. Marijuana waste will be rendered unusable using this method a minimum of once per day, before the facility closes. Once rendered unusable, marijuana will be securely stored in locked containers located on the premise. All locks will comply with the highest UL standards, and only authorized personnel will have access to the keys that lock and unlock the disposal containers. The disposed marijuana will not be stored outside the facility at any time. Twice a week, a waste truck will collect the waste and dispose of it. To ensure tracking and to ensure that no diversion occurs, a manager will meet with the waste truck driver and collect a signature and the name of the waste truck driver, the date, time, and the type of marijuana waste being collected. This information will be entered into the disposal log, which will be securely stored and made available to AMCO upon request. A manager will make arrangements with the disposal company if ever the dumpsters are full prior to pick-up.

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:

The facility will be constructed and outfitted to maximize odor control efforts through the strategic use of climate control, air filtration, ventilation, and exhaust. The facility will grow all the plants in individual growing rooms. In each growing room there will be several large carbon filters placed on recirculating commercial fans filtering the air for particulates and odor. The ambient air outside of the grow rooms, and circulating in the building will have a closed system air conditioner also filtering the air for particulates and odor while maintaining the building's air temperatures. The air filtration and circulation systems will be essential to controlling heat buildup and eliminating exhaust odors. The air circulation in the facility will be designed in conjunction with the grow lights to counteract the heat emission from the lighting system. Exhaust fans will be fixed to eliminate heat and excess oxygen.



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

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:

Raspberry Roots understands and will comply with all testing regulations to ensure our product exceeds the testing requirements. The facility will grow all plants with an individual number, tracking the plant's life cycle. The facility will track and package the flower bud harvested from the individually-number plants into batches of five (5) pounds. The facility will provide a sample of each harvest batch produced at the facility to a testing facility and will not sell or transport any marijuana until all laboratory testing has been completed. The facility will collect a random, homogenous sample by segregating harvested marijuana into batches of individual strains of bud and flower, and selecting a random sample from each batch. The facility will have a designated individual responsible for collecting each sample, and that individual will prepare a signed statement attesting that each sample was randomly selected, provide a signed statement to the testing facility, and maintain a copy as a business record. The facility will transport the sample to the testing facility's premises in compliance with the state regulations and the company's transportation policies. The facility will segregate the batch from which the sample was selected until the testing facility reports the results from its tests. During the period of segregation, the facility will maintain the batch in secure, cool, and dry storage to protect the marijuana from contamination. The facility will not sell or transport any products from the batch until the testing facility has completed its testing and provided those results, in writing, to the facility. The facility will maintain the results as part of its business books and records. Raspberry Roots will fully comply with any request from the Director of the AMCO for a random sample from any medium used for growing, soil amendments, fertilizers, crop production aids, pesticides, or water, and shall bear the expense for all such requests.



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

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Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
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:

[N/A]



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 facility will not place a sign on the building indicating the growing or cultivation of marijuana plants within the facility. Raspberry Roots will only show signage indicating the physical address of the building. All facility windows shall be opaque to ensure that no marijuana product, marijuana, and/or marijuana plants are visible to the public from outside the facility. The facility will have no markings on their vehicles to indicate the growing or cultivation of marijuana. The facility will be outfitted with reinforced security walls to separate all public areas of the premises from all cultivation areas, marijuana processing and storage areas, and restricted access areas. No individuals will be permitted on the premises without checking in with and being escorted by an authorized employee. All movement, transport, or otherwise ingress or egress of marijuana products will be discrete, utilizing the designated loading platform. All marijuana products will be securely packaged, labeled, and organized for transport within the facility before being moved out of the buildings.

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.

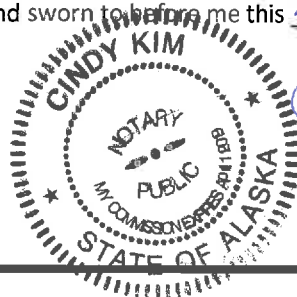
Kimberley A Kole

Signature of licensee

Kimberley A Kole

Printed name

Subscribed and sworn to before me this 3rd day of MAY, 2019.



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 04/01/2019



Alaska Marijuana Control Board
Operating Plan Supplemental
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(Additional Space as Needed):



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Owner:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>MS-09: Statement of Financial Interest</p>
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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:	Kimberley Kole	License Number:	10097		
License Type:	Standard Cultivation				
Doing Business As:	Raspberry Roots, LLC				
Premises Address:	501 Raspberry Road				
City:	Anchorage	State:	ALASKA	ZIP:	99518

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Kimberley Kole
Title:	Managing Member
SSN:	[REDACTED]



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

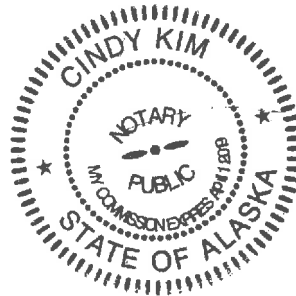
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.


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



Signature of licensee/affiliate

Subscribed and sworn to before me this 3rd day of May, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 04/01/2019



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

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:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Owner:	Kimberley Kole				
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>Proof of Possession for Proposed Premises</p>
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Received Date:		Payment Submitted Y/N:		Transaction #:	
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April 1, 2016

Owner Permission Letter for Use and Occupancy of Premises

City of Anchorage
Planning and Zoning Commission
4700 Elmore Road
Anchorage, AK 99507

Re: Raspberry Roots – 501 Raspberry Rd., Anchorage, AK 99518

Dear Zoning Office:

I, Nick Brest, hereby grant permission for Raspberry Roots, LLC and Kim Kole to lease and use my property located at 501 Raspberry Rd as a marijuana establishment. I am aware that Ms. Kole will be retailing and cultivating on this property once a license is granted by the Alcohol & Marijuana Control Board.

If you have any questions regarding this correspondence, please feel free to contact me.

Sincerely,



Nick Brest
(907) 748-3810
Nick@ncbconst.com



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:	Kimberley Kole	License Number:	10097		
License Type:	Standard Cultivation				
Doing Business As:	Raspberry Roots, LLC				
Premises Address:	501 Raspberry Rd				
City:	Anchorage	State:	ALASKA	ZIP:	99518

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:

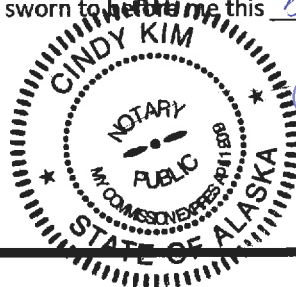
Start Date: 03/04/2016 End Date: 03/24/2016

Other conspicuous location: Fred Meyers on Dimond Rd

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.

Kimberley A Kole
Signature of licensee

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



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 04/01/2017



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a 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:	Kimberley Kole	License Number:	10097		
License Type:	Standard Cultivation				
Doing Business As:	Raspberry Roots, LLC				
Premises Address:	501 Raspberry Rd				
City:	Anchorage	State:	ALASKA	ZIP:	99518

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: Anchorage Assembly

Date Submitted: March 10, 2016

Community Council: Taku/ Campbell

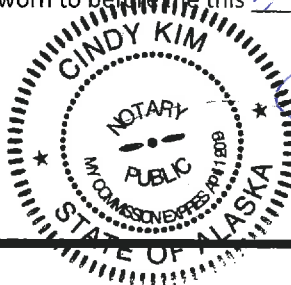
Date Submitted: March 10, 2016

(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.

Kimberley A Kole
Signature of licensee

Subscribed and sworn to before me this 10th day of MAY, 2016.



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 04/01/2019



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Licensee:					
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>Proof of Possession of Proposed Premises</p>
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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WAREHOUSE SPACE LEASE

AGREEMENT OF SPACE LEASE, (hereafter, "Space Lease,"), made this 1st, day of April 2016 between: OLEANDER, INC., an Alaska corporation (hereafter, "Landlord"), and RASPBERRY ROOTS, LLC, an Alaska limited liability company (hereafter, "Tenant"), of Space Lease as described in Section 1.01.

The Premises: 501 Raspberry Rd, Anchorage, Alaska 99518
Legal Description: Raspberry Industrial Park Blk 2 Lt 4

Landlord holds the master lease agreement to and for all leasing rights to a building and surrounding property on the above-described real property and Tenant desires to lease space within such building and surrounding property, (hereafter, "Premises"), from Landlord under the terms and conditions herein contained.

NOW, THEREFORE IT IS AGREED:

ARTICLE I SPACE LEASE

Section 1.01 DESCRIPTION OF SPACE LEASE

Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 13,855 square feet of rentable retail/warehouse/mezzanine space, and access to a mutually shared Loading Dock.

Section 1.02 CONDITION OF PREMISES

Landlord shall install separate metering systems for all utilities servicing the Premises. Other than the improvements specifically identified in this Space Lease, Tenant shall accept the leased space "as-is."

Section 1.03 SERVICES FURNISHED BY THE LANDLORD

Landlord shall furnish and pay all costs for:

1. Real Property Taxes.
2. Building Insurance.
3. The purchase of and installation of separate utility metering systems for the Premises.
4. Maintaining the roof and overall structure of the Premises.

Landlord shall not be liable for damages or otherwise for failure, stoppage or interruption of any services or utilities unless Landlord is the proximate cause for such failure, stoppage or interruption.

Section 1.04 TENANT IMPROVEMENTS FURNISHED BY THE LANDLORD

Landlord shall furnish and pay all costs for:

1. The design, buildout and furnishing of a retail store.
2. The design, buildout and equipment of a cultivation facility.
3. The design, equipment and installation of a security system.

Section 1.05 SERVICES FURNISHED BY THE TENANT

Tenant shall be responsible for:

1. Installation and monthly service fees for Telephone services, Internet / Cable services, and all other required services at the Space Lease.
2. Regular maintenance of operating equipment (plumbing, mechanical and electrical, including replacement of bulbs/ballasts) within and at the Space Lease.
3. Personal property and liability insurance for the Space Lease.
4. Snow removal in the southern parking lot of the Premises.
5. Separately metered utilities, i.e., gas, electricity, water and etc. used within and at the Premises.

Section 1.06 QUIET ENJOYMENT

(A) Tenant, upon paying for rents and performing all of the terms and covenants on its part to be performed, shall peacefully and quietly enjoy the Premises under the terms of this Space Lease.

(B) Landlord shall have the right to enter the Premises during reasonable business hours, with a prior 24 hour notice to Tenant, for the purposes of providing maintenance or inspecting the Premises. However, due to the nature of the business that will be conducted at the Premises, the integral regulatory scheme governing such business type, Tenant must first approve Landlord's request to enter, and Landlord must ensure that any person it sends as its agent for purposes of maintaining or inspecting the Premises must be 21 years of age, have a valid government issued identification, agree to signing in on the company's visitor log and produce identification to Tenant or Tenant's agent, and stay within the eyesight of Tenant or Tenant's agent as required by the State of Alaska's marijuana control board regulations.

(C) Landlord, and all of Landlord's agents and representatives, which enter the Premises for any reason whatsoever, including the aforementioned reasons of maintenance and/or inspection, shall agree to a confidentially agreement to not discuss with anyone outside of the Premises, except the Landlord, any and all activity they witness or overhear in regards to the cultivation or manufacturing of marijuana, the equipment being used or the operational design within the Premises.

Section 1.07 CONTROL OF COMMON AREAS

The common area about the Premises (the exterior parking lot) shall be subject to the control and management of the Landlord. Landlord shall have the right, after good faith discussions and considerations of Tenant's concerns due to its need for parking for its retail facility, to construct, maintain and operate lighting and other improvements in

all said areas; to police the same; to change the area, level, location and arrangement for parking areas and other facilities, provided Tenant shall have the same amount of parking area available after said changes and provided that such changes do not materially and negatively alter Tenant's business.

Section 1.08 SIGNAGE

All signage shall be approved by the Municipality of Anchorage and with prior written permission from Landlord. This permission shall not be unreasonably withheld and signage requests shall be responded to within 48 hours of Tenant requesting signage approval from Landlord.

Section 1.09 PARKING

Tenant has the exclusive rights to 17 parking spaces.

ARTICLE II TERM

Section 2.01 LENGTH OF TERM

(A) The term of this Space Lease shall be for ten (10) years following the Commencement Of Term, unless sooner terminated or extended as herein provided.

(B) Tenant shall be allowed to terminate this Space Lease at the end of the first five (5) year period. Tenant shall notify Landlord in writing before October 2020 of their intention to terminate this Space Lease. If terminated, Tenant shall pay one (1) additional month's rent for May 2021. Upon inspecting the Space Lease Premises, Landlord will return Tenant's Security Deposit less any reasonably appropriate wear and tear damages assessed by Landlord. If the Tenant wishes to continue this Space Lease for the 2nd five (5) year period, no action is required on the part of the Tenant.

(C) Early Termination of Space Lease: Tenant shall have the option to terminate this Space Lease, and be released from all obligations, responsibilities and provisions herein if, despite best effort attempts by Tenant, the State of Alaska and/or other controlling license authorities do not approve Tenant's application for a Marijuana Cultivation License. Tenant will have fifteen (15) business days, from the date in which the State of Alaska and/or other controlling license authorities provide Tenant with written notice of approval or denial on Tenant's aforementioned application, to terminate or verify Tenant's approval to continue with this Space Lease. If Tenant chooses to exercise this option to terminate, Tenant shall forfeit any rents paid and owed as well as their Security Deposit.

Section 2.02 COMMENCEMENT OF TERM

(A) The term of this Space Lease shall commence on April 1, 2016.

(B) The hereinafter lease payments commencing as of April 1, 2016, shall be postponed under the following circumstances, conditions and/or covenants for the first nine-months (9) of this Space Lease, i.e. April, May, June, July, August, September, October, November and December.

(C) Lease payments for the first six-months (6), and due as of the first day of April, May, June, July, August and September 2016 shall be postponed until and will become due and payable hereunder, in 18 monthly installments beginning April 1st, 2017 through September 1st 2018, and all such unpaid lease amounts shall bear interest 30 days from the original date due and shall be amortized for 18 months at twelve percent (12%) per annum or 1.0% per month until paid in full. No pre-payment penalty will be charged for early payments.

(D) Lease payments for the three-months (3) of October, November and December 2016 shall be due and payable at a reduced rate calculated as fifty-percent (50%) of the current payment due as of the first day of each of the aforementioned months. The remaining unpaid lease payments, calculated as indicated herein, for each of the aforementioned months, will be due and payable in equal installments on the first day of the corresponding months of January, February and March 2017. No interest will be charged for the postponement of the aforesaid partial rent payments.

(E) Lease payments beginning as of the 1st day of January 2017 will be due and payable hereunder, as contemplated and directly as stated in this Space Lease.

Section 2.03 HOLD OVER

If the Tenant shall hold over after the expiration date of this Space Lease term, such tenancy shall be from month to month and subject to all the terms, covenants and conditions of this Space Lease, except that the rent for each hold over month or thereof will be one hundred fifty percent (150%) of the monthly rental provided herein for the last month of the term of this Space Lease.

Section 2.04 SURRENDER OF POSSESSION

Upon expiration or on the sooner termination of this Space Lease, Tenant shall peacefully and quietly leave, surrender and yield to Landlord all and singular the Premises, broom clean, in good order and repair, ordinary wear and tear excepted, together with all alteration, additions and fixed improvements which have been made upon the Premises, except personal property or moveable trade fixtures put in at the expense of the Tenant. If the last day of the term of this Space Lease falls on Sunday, this Space Lease shall expire on the business day immediately following. Tenant, on or before said date, shall remove all such property from the Premises. Tenant shall indemnify Landlord against loss or liability resulting from such delay by Tenant, including without limitations any claims made by any succeeding Tenant founded on such delay.

Section 2.05 POSSESSION

Landlord shall give possession of the Premises on the Commencement Of Term date as so stated in this Space Lease to the Tenant. If Landlord is unable to give possession of the Premises on the date herein fixed for the Commencement Of Term, this Space Lease and all its provisions, including the date herein fixed for expiration of the Space Lease, shall nevertheless continue in full force and effect, and Tenant's monthly Base Rent for that month shall be pro-rated to reflect the delay of delivery of the Premises. Tenant's remedies are the following:

(A) The Commencement Of Term date and expiration date shall be extended in accordance with the actual date of Tenant's occupancy.

(B) In the event said occupancy is delayed by Landlord's inability to provide said Premises for Tenant, beyond thirty-days (30) from the anticipated Commencement Of Term, Tenant shall have the right to terminate this Space Lease in its entirety. In such event, Landlord shall return all and any Base Rent and/or Security Deposit payments to Tenant and neither Tenant nor Landlord shall have any liability to the other.

(C) It is acknowledged and accepted by Tenant that Landlord may be unable to complete all Landlord's provided improvements by the occupancy date. Tenant, at Tenant's option, may agree to accept such condition and allow Landlord to complete by or on a mutually agreeable date.

ARTICLE III

BASE RENT PAYMENT AND A PERCENTAGE OF GROSS REVENUE PAYMENT

Section 3.01 COVENANT TO PAY A BASE RENT

Tenant covenants to and shall pay to Landlord at:

Oleander, Inc.
3003 Minnesota Drive, Suite 201
Anchorage, Alaska 99503

Or Tenant may directly deposit payments into a bank account of Landlord's designation.

Or at such other place as Landlord may designate, in advance, on the first day of each calendar month during the term hereof, the Base Rent payment due each month shall be as follows:

<u>Period</u>	<u>Base Rent Monthly Payment</u>
Year 1: 4/01/2016 - 3/31/2017	\$ 34,000.00
Year 2: 4/01/2017 - 3/31/2018	\$ 35,700.00
Year 3: 4/01/2018 - 3/31/2019	\$ 37,485.00
Year 4: 4/01/2019 - 3/31/2020	\$ 39,359.25
Year 5: 4/01/2020 - 3/31/2021	\$ 41,327.21
Year 6: 4/01/2021 - 3/31/2022	\$ 43,393.57
Year 7: 4/01/2022 - 3/31/2023	\$ 45,563.25
Year 8: 4/01/2023 - 3/31/2024	\$ 47,841.41
Year 9: 4/01/2024 - 3/31/2025	\$ 50,233.49
Year 10: 4/01/2025 - 3/31/2026	\$ 52,745.16

Section 3.02 COVENANT TO PAY A PERCENTAGE OF THE GROSS REVENUE

As provided for in 3 AAC 306.015(e)(B)(i), this Agreement may be modified at some point in the future to include additional rent in the form of a percentage of the gross revenue generated by the business operations, which shall be good and valuable consideration for and in exchange for the responsibilities and obligations under this Agreement and may be modified or more specifically delineated in an amendment to this Agreement, as agreed to in writing by the Parties. Given the new nature of this industry, the Parties agree it is impracticable to assign a fair market value rental rate and agree to negotiate a more defined and substantial rental rate, as allowed under 3 AAC 306.015(e)(B)(i) as the Tenant's business commences operation and generates revenue.

Tenant covenants to and shall pay to Landlord at:

Oleander, Inc.
3003 Minnesota Drive, Suite 201
Anchorage, Alaska 99503

Or Tenant may directly deposit payments into a bank account of Landlord's designation.

Or at such other place as Landlord may designate, in advance of, or by the 1st Wednesday following the 15th day of each calendar month during the term hereof; the percentage of the Gross Revenue payment due each month shall be determined.

Tenant's accounting records and financial statements will determine the exact amount of the Gross Revenue generated by Tenant for any given month, and shall be governed by generally accepted accounting principles (hereafter, GAAP). Tenant shall include a signed affidavit with each month's payment evidencing the amount being paid to Landlord, as determined herein by the aforementioned payment schedule, is complete and accurate to the best of Tenant's knowledge. Landlord may, from time to time and with advanced written notice, have Tenant's accounting records and financial statements reviewed by a qualified accountant, of Landlord's choice, for the thoroughness and accuracy as to the Gross Revenue amount declared each month and as to the Percentage of the Gross Revenue calculated and paid as Tenant's Gross Revenue lease payment.

Section 3.03 INCREASE IN REAL PROPERTY TAXES OVER BASE YEAR:

Tenant agrees to pay a pro-rata share of any increases in Real Property Taxes over the base year of 2016. Any increase shall be on a pro-rated basis of Tenant's square footage of occupancy. Total building area according to the Anchorage Municipality tax bill is 19,040 square feet. Tenant's pro-rata portion of any increase shall be 70.59% ($13,440/19,040 = 0.705882$).

Section 3.04 CURRENCY / CASH PAYMENTS FOR BASE RENT

Due to the nature of Tenant's business as stated in the hereinafter Section 4.01 Use of Premises, the business may from time to time ask the Landlord to except cash money as payment for the monthly Base Rent. The Tenant's business is mostly a cash business and current banking entities restrict the amount of cash money the business may deposit in a bank checking account.

Section 3.05 SECURITY DEPOSIT

Upon execution of this Space Lease, Tenant shall deposit with Landlord the sum of \$ 15,000.00 as a Security Deposit for the full and faithful performance by Tenant of each and every term, provision, covenant and condition of this Space Lease.

Landlord may use, apply or retain the whole or any part of the Security Deposit so deposited for the payment of any Base Rent in default or for any other sum, which Landlord may expend or be required to expend by reason of Tenant's default.

In the event Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant within thirty-days (30) after the time fixed as the expiration of the Space Lease and after the removal of Tenant and the surrender of the Premises to the possession of the Landlord. Tenant shall not be entitled to any interest on such Security Deposit.

In the absence of evidence satisfactory to Landlord of an assignment of the right to receive the Security Deposit, or the remaining balance thereof, Landlord may return the Security Deposit to the original Tenant, regardless of one or more assignments of Tenants in this Space Lease.

Section 3.06 LATE CHARGE ON UNPAID RENT

A late charge of eight percent (8.0%) of any Base Rent (see Section 3.01 for Base Rent Monthly Payments), or any other sum due to the Landlord hereunder, shall be assessed by the Landlord against the Tenant and applied to each and every payment not received at the designated place of payment on or before the tenth (10th) day following the date when such payment is due.

Section 3.07 SERVICE CHARGE ON PAST DUE AMOUNTS

If the Tenant fails to pay any Base Rent, or any other sum due to the Landlord when the same is due and payable hereunder, any and all such unpaid amounts shall bear interest 30 days from the date due to the date of payment at eighteen percent (18%) per annum or 1.5% per month.

ARTICLE IV USE OF PREMISES

Section 4.01 USE OF PREMISES

Tenant shall use the Premises for marijuana cultivation, marijuana product manufacturing, a marijuana retail store, and marijuana wholesale distribution. A marijuana retail store and wholesale distribution includes, but without limitation, marijuana paraphernalia, branded clothing, accessories and related merchandise.

All operations shall be appropriately licensed by the State of Alaska and Municipality of Anchorage, and shall follow all rules and regulations set forth by the State and the Municipality of Anchorage.

Section 4.02 COMPLIANCE WITH LAWS

Tenant shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now elected or hereafter amended in any manner affecting

the Space Lease, whether or not any such law, ordinance or regulation which may be hereafter enacted involves a change of policy on the part of the governmental body enacting as the same. Tenant further agrees it will not permit any unlawful occupation, business or trade to be conducted on said Premises or any use to be made thereof contrary to any such state law, local ordinance or local and state regulation.

Section 4.03 RULES AND REGULATIONS OF BUILDING

(A) As a condition of this Space Lease, Tenant shall comply with all reasonable rules and regulations promulgated by Landlord from time to time for all tenants in the building and surrounding property; however, no rule or regulation that causes a material and adverse impact on Tenant's business shall apply to Tenant.

(B) The proposed use of the Premises is to operate as a state licensed marijuana establishment. In the event Tenant, despite its best efforts, is unable to obtain a state license and local use permit approvals, Tenant shall, at Tenant's election, be released from the terms and obligations of this Space Lease, but shall forfeit its Security Deposit and any months of Base Rent already paid to the Landlord as of the date Tenant determines it is unable to obtain or operate under appropriate licenses and permits.

(C) In the event there are changes in the laws, that make the business of Tenant illegal or not feasible to engage in, Tenant shall be released from the terms and obligations of this Lease.

ARTICLE V MAINTENANCE, REPAIR, ALTERATIONS

Section 5.01 COVENANT TO MAINTAIN AND REPAIR

(A) Tenant shall, during the term of this Space Lease and any renewal extension thereof, at its sole expense, keep the interior of the Premises in good order and repair as it was on the date of actual delivery of possession of the Premises, reasonable wear and tear and damages by accidental fire or other casualty excepted, and be responsible for all day to day janitorial and light bulb and fluorescent tube replacement services and the associated expense. Tenant shall be responsible for the maintenance of all the above ground plumbing fixtures and plumbing lines, mechanical features, and electrical conduits that are specifically used within Tenant's Premises and not in the common areas of the building and surrounding property.

(B) Landlord during the term of this Space Lease and any renewal or extension thereof shall keep the structural supports and exterior walls of the Premises in good order and repair. Within the common areas of the building and surrounding property, the Landlord shall maintain and repair the below ground plumbing structures, plumbing fixtures and plumbing lines, mechanical features and mechanical features Tenant does not have access to, electrical conduit, equipment for the general supply of hot and cold water, heating, cooling, ventilation and electricity, except that the Tenant shall be responsible for any and all repairs to the above list as a result of alternations or damages thereto by Tenant, its employees, customers, servants, agents, licensees or invitees.

Section 5.02 ALTERATIONS, ADDITIONS

(A) Tenant agrees that they:

1. Shall not cut or drill or otherwise deface or injure the exterior of the building without the Landlord's prior written consent, which such consent shall not be unreasonably withheld or delayed;

2. Shall not obstruct or permit the obstruction of any light or skylight in or upon the building, or the adjoining sidewalk or street, or the entrance, or any other part of the building to the exclusive use of which Tenant is not entitled; nothing in this Section 5.02 (A) (2.) is meant to restrict Tenant's ability to obstruct light or skylight in Tenant's interior space of the Premises;

3. Shall comply with all reasonable regulations of Landlord designated to promote the safety or good order of the building, as long as said regulations do not have a materially adverse impact on Tenant's business;

4. Shall not, with the exception of improvements, alterations, and additions that are necessary to comply with the State and local rules and regulations and to effectuate the agreed upon use of the Premises for purposes of cultivation of marijuana, manufacturing of marijuana products, and retail sales (i.e., light fixtures, security systems, ventilation improvements, etc.), without the Landlord's prior written consent obtained in each instance, make any alteration, additions, or improvements in or about the Premises. Tenant has the discretion to make improvements, alterations, and additions necessary to comply with State and local rules and regulations and to operate in and on the Premises for Tenant's intended purposes.

5. Shall, without the Landlord's prior written consent obtained in each instance, make any alterations or additions to the (i) electrical wiring, (ii) plumbing, heating or ventilating equipment, appliances, or systems, (iii) water, sewer or gas lines, equipment, appliances or systems, (iv) water mains or pipes to supply water for refrigeration or ventilating apparatus, or, (v) other equipment, machinery, apparatus, or installation in or about the Premises. Tenant will, upon Landlord's written request, provide the Landlord with periodic updates on the physical changes it has made or plans on making to the Premises.

(B) Landlord agrees and acknowledges that the Tenant:

1. Has fully disclosed their intended USE OF PREMISES in Section 4.01 of this Space Lease.

2. Will be conducting standard and proprietary marijuana industry business operations, including cultivation, manufacturing and all things related that are of a very proprietary nature and provides the Tenant with a competitive advantage over other marijuana establishments.

3. Will be creating, designing, building, installing and purchasing the entire gamut of Tenant improvements, alterations and additions to the Premises at their own expense. The Tenant requires the freedom to fully manage the Space Lease, including the Premises on the Tenant's own terms.

Section 5.03 PROHIBITION OF LIENS

Tenant and Landlord shall not do or suffer anything to be done causing the Space Lease and/or Premises to be encumbered by liens of any nature, notes and/or mortgages and shall whenever and as often as any lien is recorded against said property, purporting to be for labor or materials furnished or to be furnished to the Tenant or Landlord, discharge the same of record within thirty-days (30) after the date of filing.

Section 5.04 NOTICE OF NON-RESPONSIBILITY

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant on credit, and that no lien of any nature or type shall attach to or affect the reservation or other estate of Landlord in and to the Premises herein demised. At least seven-days (7) before commencement of any work that is or may be the subject of a lien for work done or materials furnished to the Premises, Tenant shall notify Landlord in writing thereof, to allow Landlord, if it desires, to post and record notices of non-responsibility or to take any other steps Landlord deems appropriate to protect its interests.

ARTICLE VI ASSIGNMENT AND SUBLETTING

Section 6.01 ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage or encumber this Space Lease, in whole or in part, or sublet all or any part of the Premises without prior written consent of Landlord. If this Space Lease is assigned or if the Premises or any part thereof is occupied by anyone other than the Tenant, Landlord may collect Base Rent from the assignee or occupant, and apply the net amount collected to the Base Rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, under tenant or occupant as Tenant, or as a release of Tenant from the further performance to the provisions on its part to be observed or performed herein. Notwithstanding an assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms, covenants and conditions of this Space Lease. Any assignment, hypothecation or sublease of this Space Lease, or any part thereof, whether by operation of law or otherwise, except as explicitly allowed for in this Section 6.01, without the written consent of Landlord, shall be avoidable at the option of Landlord.

ARTICLE VII INSURANCE AND INDEMNITY

Section 7.01 INDEMNIFICATION OF LANDLORD

(A) Tenant shall indemnify, defend and save Landlord harmless for all suits, demands, claims, actions, damages, liability and penalties, judgments, awards, interest, cost and expenses, including all reasonable and actual attorney's fees incurred in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, said Premises.

(B) In no event shall Landlord be liable to Tenant for any injury to any person or damage to anything in or about the Premises unless such loss, damage or injury is caused by the negligence of the Landlord. None of the agents or employees of the Landlord shall be responsible for any of the liabilities, obligations or agreements of Landlord under this Space Lease.

Section 7.02 INSURANCE

Tenant shall maintain insurance coverage at its own cost and expense. The following coverage requirement and conditions shall apply:

(A) Physical Damage Insurance in an amount adequate to cover the full cost of all decorations, fixtures, contents and improvements in the Premises, as referenced in the Space Lease, in the event of fire, vandalism, malicious mischief, or other casualty generally included in extended coverage policies.

(B) General Comprehensive Liability Insurance with single limits coverage in an amount of two million (\$2,000,000) for personal injury, property damage and third party liability.

(C) Such insurance may not be canceled or amended without thirty-days (30) written notice by certified or registered mail to Landlord by the insurance company.

(D) Landlord shall be named as an additional insured on such insurance policy for Premises insurance, and on ancillary product insurance Tenant secures. At Landlord's option and request, Tenant shall deliver the original policy of all such insurance to Landlord within ten-days (10) of receipt of such request.

(E) Tenant shall be solely responsible for payment of premiums for all such insurance policies.

(F) Tenant shall provide Landlord with a certificate of insurance providing for the above requirements after the Space Lease is executed, and before occupancy of the Premises by Tenant.

Section 7.03 NOTIFICATION

Tenant shall give prompt notice to Landlord in case of fire, accidents, or defects in any fixtures or equipment in or on or about the Premises that are owned by the Landlord at the time Tenant takes possession of the Premises, as referenced in the Space Lease.

ARTICLE VIII CASUALTIES, DESTRUCTION

Section 8.01 RESTORATION, ABATEMENT

If all or any part of the Premises, as referenced in this Space Lease, is damaged or destroyed by fire or other casualty insured under Landlord's standard fire insurance policy Landlord shall repair the same with reasonable dispatch out of the insurance proceeds received from the insurer. In any event, regardless of timing of payment from the insurance policy or whether said insurance policy will cover the damage, Landlord will pay for and use its good faith efforts to complete the repairs necessary to allow Tenant to continue its use of the Premises as soon as possible.

If fire or other casualties damage the Premises, as referenced in this Space Lease, or any parts thereof, to such an extent that makes the use of the Premises impracticable, the Base Rent shall be abated. If, due to fault or failure of Tenant, and Tenant fails to adjust its own insurance claim within a reasonable time, and as a result thereof the repair and restoration is delayed, there shall be no abatement of Base Rent during the period of such resulting delay, or if the fire or damage to said Premises is caused by carelessness, negligence or improper conduct of Tenant, then notwithstanding such damage or destruction, Tenant shall be liable for the Base Rent during the unexpired period, without an abatement.

Section 8.02 TERMINATION OF LEASE UPON CASUALTY

In the event of damage to or destruction of or to the Premises, as referenced in this Space Lease, by fire or other casualty, Landlord shall use its good faith efforts to commence repairs and/or restoration as soon as possible, but in any event the Landlord shall have repaired and/or restored all such damage and/or destruction back to the original condition, if possible, as of the date Tenant first took possession of the Premises, within one-hundred and twenty days (120) from the date the damage or destruction occurred.

If the Landlord fails to complete all the repairs and/or restoration to the damage and/or destruction contemplated herein within one-hundred and twenty days (120), but has commenced with the repairs within one-hundred and twenty days (120) and is proceeding with diligence and continuity, Tenant shall allow a sixty-day (60) extension period for the Landlord to complete the repairs and/or restoration as described herein.

If the Landlord does not complete the repairs and/or restorations within the sixty-day (60) extension period, the Tenant may, by written notice, terminate this Space Lease on the date specified in such notice, and be entitled to the return of the full Security Deposit, as if that date had been originally fixed as the expiration date of the term herein of the Space Lease, provided such early termination date be less than two-hundred and ten days (210) after the event of damage and/or destruction as contemplated herein.

Section 8.03 EXEMPTION OF LIABILITY

Landlord shall not, with the exception of the obligations and responsibilities detailed in Sections 8.01, 8.02, and the obligations and responsibilities of any other term, provision, covenant and/or condition of this Space Lease, be liable for any loss of business arising from damage to or destruction of the Premises, as referenced in this Space Lease, unless such damage, destruction or loss is a direct result of Landlord's gross negligence.

ARTICLE IX EMINENT DOMAIN

Section 9.01 GENERAL

If the whole or part of the Premises, as referenced in this Space Lease, shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, or private purchase in lieu thereof by a public body vested with the power of eminent domain, then at such time as possession shall be taken thereunder of this Space Lease, or any part thereof, the following provisions described in Sections 9.02 and 9.04 shall be operative.

Section 9.02 TAKING OF ALL PREMISES

If all of the Premises, as referenced in this Space Lease, is taken by eminent domain, the term herein Space Lease and all rights of Tenant hereunder shall immediately cease and terminate, and the Base Rent shall be adjusted as of the time of such termination so that Tenant shall have paid Base Rent up to the time of taking. The Tenant shall be entitled to the return of the full Security Deposit amount, less any damage to the Premises caused by Tenant.

Section 9.03 TAKING OF SUBSTANTIAL PART OF PREMISES

If the taking by eminent domain reduces the area of the Premises, as referenced in this Space Lease, which materially affects the use being made by the Tenant of the Space Lease, Tenant shall have the right by written notice to Landlord, no later than twenty-days (20) after possession is taken, to elect to, terminate this Space Lease.

(A) If such election to terminate this Space Lease is made by Tenant, the provisions for the taking of the whole shall govern, or:

(B) If such election to terminate is not made, this Space Lease shall continue and Landlord shall be entitled to the condemnation proceeds and the Base Rent shall be reduced in the same proportion that the rentable square footage of the Premises, as referenced in this Space Lease, taken bears to the rentable square footage of the Premises originally leased, and the Landlord shall, upon receipt of the award in condemnation make all necessary repairs or alterations to the Premises in which the Space Lease is located so as to constitute the portion of the building not taken a completed architectural unit. In any event, Landlord shall make the necessary repairs to the Premises, as referenced in this Space Lease, in a manner and condition whereby Tenant can reasonably conduct its business from within the Premises.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01 DEFAULT OF TENANT

Each of the following, but not limited thereto, shall be deemed a default by Tenant and a breach of this Space Lease:

(A) A failure in the payment of the monthly Base Rent for a period of two (2) consecutive months shall be considered a material breach and default under the terms of this Space Lease.

(B) A failure in the performance of any covenant or conditions on the part of Tenant to be performed, for a period of thirty-days (30) after the service of notice thereof by Landlord, provided, however, that no default on the part of Tenant shall be deemed to exist as the result of failure to complete said covenant or conditions, if said covenant or conditions are modified before the end of such thirty-days (30) period, or Tenant has begun to rectify the same, and thereafter prosecutes the curing thereof to completion with diligence and continuity.

(C) The filing of a case, by or against Tenant, for any relief under the Federal Bankruptcy Code 1978, as now or hereafter amended or supplemented, or its successor, or the filing of any case by or against Tenant under any future bankruptcy act for the same or similar relief.

(D) The dissolution, or the commencement of any action or proceeding for the dissolution or for liquidation, of Tenant, whether instituted by or against Tenant, or for the appointment of a receiver or trustee of the property of Tenant.

(E) The taking possession of the property of Tenant by any governmental office or agency to statutory authority for the dissolution or liquidation of Tenant.

(F) The making by Tenant of a general assignment for the benefit of creditors.

(G) The vacation or abandonment of the Premises, as referenced in the Space Lease, by Tenant for a period exceeding forty (40) consecutive days.

Section 10.02 REMEDIES OF LANDLORD

In the event of any default of Tenant as above provided, Landlord shall have the following rights or remedies, in addition to any rights or remedies that may be given to Landlord by statute, law or otherwise:

(A) To, after notification and approval from the State of Alaska AMCO division and proper law enforcement agents, immediately re-enter and re-let the Premises, as referenced in the Space Lease, in Landlord's name, at such price and on such terms as Landlord in its sole and absolute discretion deem fit, subject to any obligations Landlord may have to mitigate Tenant's damages.

(B) In the event of a material breach by Tenant that results in a default as identified in Section 10.01, Tenant shall remain liable to pay Landlord, and shall promptly pay Landlord:

- (1) All past due rent,
- (2) The present value, computed at a discount rate of three percent (3%) per annum, of all future rents which Tenant will owe Landlord under this Lease, and
- (3) All direct and indirect costs, fees and damages incurred or suffered by Landlord as a direct and foreseeable result of such default, including without limitation, all legal costs and actual attorney's fees.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 WAIVER OF BREACH

No failure by either Landlord or Tenant to insist upon strict performance by the other of any covenant, agreement, term or condition of this Space Lease, or to exercise any right or remedies consequent upon breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Space Lease but each and every covenant, condition, agreement and term of this Space Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 11.02 ENTIRE AGREEMENT DISCLOSURES

(A) This agreement supersedes all other prior agreements and understanding between the Parties and may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the Parties against whom the same is sought to be enforced.

(B) If any provision of this Space Lease, the deletion of which would not be adversely affect the receipt of any material benefit by either Party, shall be held unenforceable or invalid to any extent, the remaining provisions shall not be affected and shall be valid and enforceable.

Section 11.03 CONSTRUCTION OF LEASE

Words of any gender used in this Space Lease shall be held to include any other gender and words of the singular number shall be held to include the plural when the sense requires.

Section 11.04 NOTICES

Any notices or demand which under the terms of this Space Lease or any statute must be given or made by the Parties hereto, shall be in writing and given or made by mailing the same by registered or certified mail address to the other Party as follows:

Landlord: **Oleander, Inc.**
 3003 Minnesota Drive, Suite 201
 Anchorage, AK 99503

Tenant: **Raspberry Roots, LLC**
 501 Raspberry Rd.
 Anchorage, AK 99518

Either Party may, however designate in writing such new or other address to which such notice or demand shall thereafter be given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States mail at any general branch post office, and mailed by registered or certified prepaid mail.

Section 11.05 HAZARDOUS MATERIALS

Tenant shall keep the Premises, as referenced in the Space Lease, free of any and all hazardous materials. Tenant shall neither release upon the Premises nor cause nor permit the Premises to be used to manufacture, process, transport, store, handle or dispose of hazardous materials except in compliance with all applicable laws and other governmental requirements. For purposes of this Space Lease, the term "Hazardous Material" shall not be interpreted to include the following compounds / chemicals / materials: CO₂, hydrogen peroxide, bleach, butane, 100% proof alcohol, plant nutrients and pesticides allowed under Alaska State Law, flushing compounds, and other materials, chemicals and compounds that are generally used in the commercial marijuana cultivation and manufacturing general business practices. Tenant shall defend, indemnify and hold harmless Landlord and all of its affiliated parties against any claims, costs and liabilities related to the presence of hazardous materials claimed to have been released by the Tenant or for the claimed breaches by Tenant of any law or governmental requirement concerning the presence or release of hazardous materials. The term "hazardous materials" includes without limitation: flammable explosives, radioactive materials and hazardous and toxic substances as defined in any state and local law regulation.

Section 11.06 ESTOPPEL CERTIFICATE

Tenant shall at any time and from time to time upon not less than twenty-days (20) prior request by Landlord, provide a statement in writing certifying that this Space Lease is in full force and effect and if modified, stating the modification and the dates to which the Base Rent(s) and any other charges have been paid in advance. It is intended that any prospective purchaser, assignee or encumbrance of the Premises may rely upon such statement delivered pursuant to this Section 11.06.

Section 11.07 EXCUSE FOR NON-PERFORMANCE

Either party hereto shall be excused from performing any or all of its obligations hereunder with respect to any repair work required under the terms of this Space Lease for such times the performance of such obligations is prevented or delayed by an act of God, floods, explosion, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions by labor unions, or laws or order of governmental agencies, or any other cause whether similar or dissimilar to the foregoing which is not within the reasonable control of such Party.

Section 11.08 EXCLUSIVE JURISDICTION / VENUE

In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Space Lease, jurisdiction and venue therefore shall lie exclusively with the courts of the Third Judicial District for the State of Alaska, at Anchorage, Alaska, unless a non-appealable federal or Alaska state law should require the contrary.

Section 11.09 TIME OF ESSENCE

Time is of the essence of each and every provision hereof.

Section 11.10 BINDING EFFECT

This Space Lease shall be binding upon and insure to the benefit of the Parties hereto, their legal representatives, successors and assigns.

Section 11.11 LIMITATION OF LANDLORD'S LIABILITY

The obligations of Landlord under this Space Lease do not constitute personal obligations of Landlord or its owners, trustees, directors, and officers.

Section 11.12 EFFECTIVE DATE

This Space Lease shall be effective the instant the dated signatures of Landlord and Tenant are affixed hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Space Lease the day and year set opposite their respective signatures.

Landlord: Oleander, Inc.

By: Jerry A Workman
Jerry A. Workman

Date: April 1, 2016

Its: President and Authorized Representative

Tenant: Raspberry Roots, LLC.

By: Kimberley A Kole
Kimberley A. Kole

Date: April 1, 2016

Its: President

Personal Guarantor: Kimberley A. Kole

By: Kimberley A Kole
Kimberley A. Kole, an individual

Date: April 1, 2016

LEASE GUARANTY

The undersigned ("Guarantor") in consideration of and in order to induce OLEANDER, INC. ("Landlord") to enter into the attached Space Lease ("Lease") with RASPBERRY ROOTS, LLC ("Tenant") does/do each hereby jointly and severally unconditionally guarantee to Landlord and Landlord's heirs, successors and assigns the payment of the Base Rent, Gross Revenue Percentage Rent and the performance of all obligations under the terms and provisions of the Lease, including payment of damages for any breach of the Lease, and any liability of Tenant accruing under the Lease for the term of the Lease and for any damages resulting in Tenant's nonperformance of the Lease (collectively, the "Lease obligations"). Each Guarantor's obligation under this Guaranty shall extend through the term of the Lease, and any renewals, extensions or holdovers thereof, and shall be binding upon Guarantor's successors and assigns

Whether or not any existing relationship between the Guarantor and Tenant has been changed or ended and whether or not this Guaranty has been revoked, Landlord may, but shall not be obligated to, enter into transactions resulting in the modification, creation or continuance of the Lease Obligations, without any consent or approval by Guarantor and without any notice to Guarantor. The liability of Guarantor shall not be affected or impaired by any of the following acts or things (which Landlord is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty): (i) any one or more extensions or renewals of the Lease Obligations (whether or not for longer than the original period) or any modification of the contractual terms applicable to the Lease Obligations; (ii) any waiver or indulgence granted to Tenant, any delay or lack of diligence in the enforcement of the Lease Obligations, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any other person liable in respect of any of the Lease Obligations; (iii) the assertion by Landlord of any right or remedy available under the Lease, including without limitation the termination thereof; (iv) any full or partial release of, settlement with, or agreement not to sue, Tenant or any other guarantor or other person liable in respect of any of the Lease Obligations; or (v) any release or discharge of Tenant in any creditors, receivership, bankruptcy or other proceeding; the impairment, limitation or modification of any liability of Tenant or remedy against Tenant in any such proceeding; or the rejection, disaffirmance, disallowance or the like of the Lease or this Guaranty in any such proceeding.

Guarantor will not exercise or enforce any right to contribution reimbursement, recourse or subrogation available to Guarantor against any person liable for payment of the Lease Obligations, or as to any collateral Security therefore, unless and until all of the Lease Obligations, shall have been fully paid and discharged.

Landlord:

Jerry A Workman

Date:

April 1, 2016

Tenant:

Kimberly A Cole

Date:

April 1, 2016

Guarantor:

Kimberly A Cole

Date:

April 1, 2016



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Raspberry Roots, LLC	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	RASPBERRY ROOTS				
Physical Address:	501 Raspberry Rd				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Licensee:					
Email Address:	kimkoleinak@gmail.com				

Section 2 – Attached Items

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

Attached Items:	MS 02: Premise Diagram
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OFFICE USE ONLY

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

Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached, and submitted to any supplemental premises diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

☒ ☐

Section 1 – Establishment Information

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

Licensee:	Kimberley Kole	License Number:	10098		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Raspberry Roots				
Premises Address:	501 Raspberry Road Suites 101B & 102				
City:	Anchorage	State:	ALASKA	ZIP:	99518