



MEMORANDUM

TO: Chair and Members of the Board DATE: June 23, 2016
FROM: Cynthia Franklin RE: Farmer Jack's LLC #10142
Director, Marijuana Control Board

This is an application for a new standard cultivation facility in the Municipality of Anchorage by Farmer Jack's, LLC DBA Farmer Jack's LLC

Date Application Initiated: 02/29/2016
Date Under Review: 05/27/2016
Incomplete Letter(s) Date: 06/01/2016
Date Final Corrections Submitted: 06/15/2016
Determined Complete/Notices Sent: 06/15/2016
Local Government Response/Date: Protest – 06/17/2016
DEC Response/Date: N/A (MOA)
Fire Marshal Response/Date: N/A (MOA)
Objection(s) Received/Date: None
Staff questions for Board: None

APPLICATION DOCUMENTS- FINAL

Alcohol & Marijuana Control Office

License Number: 10142

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: FARMER JACK'S LLC

Business License Number: 1032978

Designated Owner: joshua nathan tobin

Email Address: tobinsings@gmail.com

Latitude, Longitude: 61.140000, -149.880000

Physical Address: 8820 king st st. #5 abd #6
anchorage, AK 99501
UNITED STATES

Owner #1

Owner Type: Entity

Alaska Entity Number: 10036199

Alaska Entity Name: farmer jack's LLC

Phone Number: 907 952 9334

Email Address: tobinsings@gmail.com

Mailing Address: 935 east eleventh avenue
anchorage, AK 99501
UNITED STATES

Affiliate #1

Owner Type: Individual

Name: hans thedinga

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 518 424 4750

Email Address: bachrock@gmail.com

Mailing Address: 242 w 13th avenue apt 4
anchorage, AK 99508
UNITED STATES

Affiliate #2

Owner Type: Individual

Name: joshua tobin

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 9079529334

Email Address: tobinsings@gmail.com

Mailing Address: 935 east 11th avenue
anchorage, AK 99501
UNITED STATES



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

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

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

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	
Title:	

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐ ☐

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

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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 4 – Certifications

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

Initials

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

☒

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

☒

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

☒

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

☒

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

☒

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

☒

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

☒

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

☒

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

☒

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

☒

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

☒

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

☒



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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.

☐

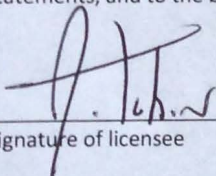
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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

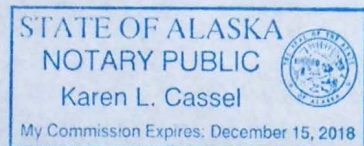
☒

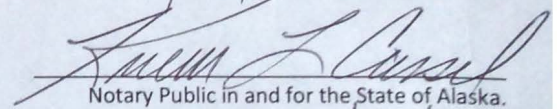
All marijuana establishment license applicants:

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 29 day of April, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



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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:	Farmer Jack's LLC	License Number:	10142
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	FARMER JACK'S LLC		
Premises Address:	8820 King St. #5 and #6		
City:	Anchorage	State:	ALASKA
		ZIP:	99515

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	Hans Thedinga
Title:	Owner

Section 3 - Other Licenses

Ownership and Financial Interest in other licenses:

Yes No

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

☐ ☒

If "Yes", please provide numbers for existing licenses and license type. Do you own or plan to own?

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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

HT

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

HT

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.15.010.

HT

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of AS 04.15.011 or AS 04.15.012.

HT

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.

HT

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.

HT

I certify that my proposed premises is not within 100 feet of a school ground, recreational or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 2 AAC 004.030(d).

HT

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

HT

I certify that I meet the monitoring requirement under AS 04.20 for a permanent level license in the category set in which I am submitting this application.

HT

I certify that all proposed licenses for alcohol as set forth in 2 AAC 004.030(d)(1) and (2) and all licenses for alcohol as set forth in 2 AAC 004.030(d)(3) have been taken or my other marijuana establishment license application.

HT

I certify that all proposed licenses have been taken or my application with the Bureau of Corporations.

HT

I certify that I understand that providing a false statement on this form or on any other application or any other form provided by the Bureau of Corporations or Alaska Department of Commerce is a crime under AS 09.05.

HT

Signature of Applicant

Signature



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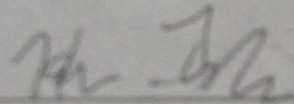
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I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

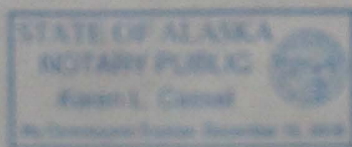
☒


All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of perjury 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 4th day of May, 2015




Notary Public, State of Alaska
My commission expires 12/15/2018



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

Mailing Address:					
City:		State:		ZIP:	

Primary Contact:			
Main Phone:		Cell Phone:	
Email:			



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:

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

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

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:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Describe your policies and procedures for preventing loitering:

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:



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:

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 type="checkbox"/>	<input type="checkbox"/>
Both the interior and exterior of each entrance to the facility	<input type="checkbox"/>	<input type="checkbox"/>
Each point of sale area	<input type="checkbox"/>	<input type="checkbox"/>

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 type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input type="checkbox"/>	<input type="checkbox"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input type="checkbox"/>	<input type="checkbox"/>



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:

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☐ ☐

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

☐ ☐

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

☐ ☐

Video surveillance records are stored off-site

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (3 AAC 306.755):

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

Business Records Maintained and Kept on the Licensed Premises:

Yes No

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

☐ ☐

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

☐ ☐

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

☐ ☐

Records related to advertising and marketing

☐ ☐

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

☐ ☐

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

☐ ☐

All records normally retained for tax purposes

☐ ☐

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

☐ ☐

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

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Phone: 907.269.0350

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 Records will be PHOTOGRAPHED (or SCANNED)
AND All ELECTRONICALLY MANIFESTED RECORDS

AND THEN UPLOADED TO A THIRD PARTY
SERVER CALLED DropBox.com



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:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

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

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

☐ ☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

☐ ☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

☐ ☐

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



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:

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



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:



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

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The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

☐ ☐

During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

☐ ☐

Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

☐ ☐

When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

☐ ☐

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

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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



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:

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)

☐ ☐



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Phone: 907.269.0350

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

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

all entrants must have thier state issued id photographed before entry. if they are not of age, thier entry will be denied.

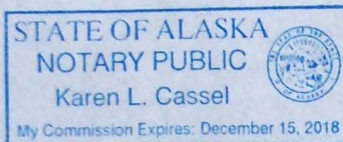
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Joshua N. Tobin

Printed name

Subscribed and sworn to before me this 29 day of April, 20 16.


Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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



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

☐ ☐

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

☐ ☐

Section 3 – Cultivation Plan

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

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



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:

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

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



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Form MJ-04: Marijuana Cultivation Facility**

Describe the marijuana cultivation facility's waste disposal arrangements:

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:



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:



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

Section 6 – Security

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

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

The marijuana cultivation facility applicant has:

Agree Disagree

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

☐ ☐

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

☐ ☐

Restricted Access Area (3 AAC 306.430):

Yes No

Will the marijuana cultivation facility include outdoor production?

☐ ☐

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



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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:

we have no windows, and no plant will ever be outside, and no cannabis will leave the premises unless inside a secure tamper evident sealed container.

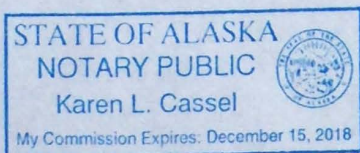
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

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

Signature of licensee

Printed name

Subscribed and sworn to before me this 29 day of April, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

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

What is this form?

A 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:	farmer jack's LLC	License Number:	
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	FARMER JACK'S LLC		
Premises Address:	8820 king st st. #5 abd #6		
City:	anchorage	State:	ALASKA
		ZIP:	99515

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

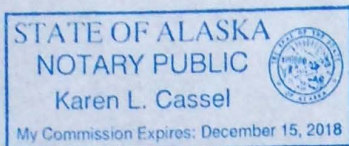
Start Date: march 11th 2016 End Date: april 26th 2016

Other conspicuous location: fred meyer in anchorage on dimond boulevard

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

Signature of licensee

Subscribed and sworn to before me this 29 day of April, 2016.



Signature of Notary Public
Notary Public in and for the State of Alaska.
My commission expires: 12/15/2018



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

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

Section 1 – Establishment Information

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

Licensee:	farmer jack's LLC	License Number:	10142		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	FARMER JACK'S LLC				
Premises Address:	8820 king st st. #5 abd #6				
City:	anchorage	State:	ALASKA	ZIP:	99515

Section 2 – Certification

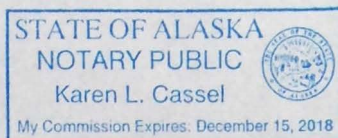
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government and community council (if applicable):

Local Government: anchorage Date Submitted: march 29th 2016
Community Council: taku/campbell Date Submitted: march 10th 2016
(Municipality of Anchorage and Matanuska-Susitna Borough only)

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

Signature of licensee [Signature]

Subscribed and sworn to before me this 29 day of April, 20 16.



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

My commission expires: 12/15/2018



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

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

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

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	
Title:	
SSN:	



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Alaska Marijuana Control Board

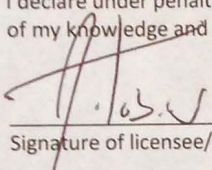
Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

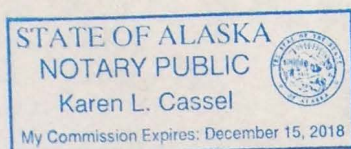
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

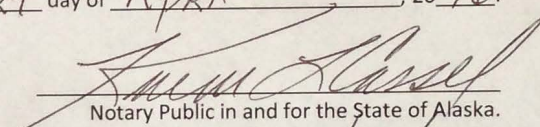
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

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 29 day of April, 20 16.




Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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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:	Farmer Jack's LLC	License Number:	101042
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	FARMER JACK'S LLC		
Premises Address:	8820 Long St #5 and #6		
City:	anchorage	State:	ALASKA
		ZIP:	99515

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Hans Frederick Thedinga
Title:	owner
SSN:	[REDACTED]



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Alaska Marijuana Control Board

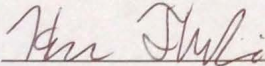
Form MJ-09: Statement of Financial Interest

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.

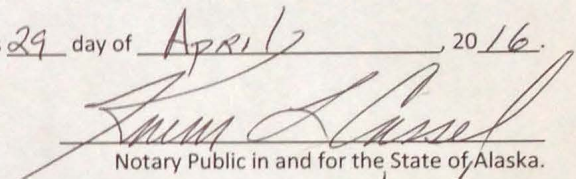
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

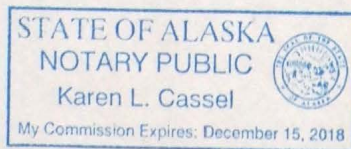
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee/affiliate

Subscribed and sworn to before me this 29 day of April, 2016.


Notary Public in and for the State of Alaska.



My commission expires: 12/15/2018

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 13th day of JUNE,
2016

BETWEEN:

james yoo of 8820 king st. , anchorage alaska, Alaska, 99515

Telephone: (206) 407-4988 Fax: _____

(the "Landlord") OF THE FIRST PART

- AND -farmer jack's LLC of 935 east eleventh, anchorage, Alaska, 99501

Telephone: (907) 952-9334

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

Definitions

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

"Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

"Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at #5 and #6, 8820 king st., anchorage , AK, 99515, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

"Common Areas and Facilities" mean:

those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

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

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

"Premises" means the industrial premises at #5 and #6, 8820 king st., anchorage , AK, 99515.

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

Intent of Lease

It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

The Landlord agrees to rent to the Tenant the industrial premises municipally described as #5 and #6, 8820 King St., Anchorage, AK, 99515, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):

for all industrial uses **INCLUDING the cultivation of cannabis (marijuana).**

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

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

Term

The term of the Lease commences at 12:00 noon on June 9, 2016 and ends at 12:00 noon on December 31, 2016.

Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

Subject to the provisions of this Lease, the Tenant will pay a base rent of \$3,000.00, payable per month, for the Premises (the "Base Rent").

The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord.

The Tenant will be charged an additional amount of \$150.00 for any late payment of Rent.

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

Use and Occupation

The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of

_____ and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

The Tenant covenants that the Tenant will carry on and conduct its business from time to

time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Advance Rent

On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the first and last installments of Base Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.

Quiet Enjoyment

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

Overholding

If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Additional Rights on Reentry

If the Landlord reenters the Premises or terminates this Lease, then: notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive; the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to

the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant; after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

the Tenant will pay to the Landlord on demand:

all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

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

Tenant Chattels

The Tenant will not supply any chattels.

Utilities and Other Costs

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

The Tenant is responsible for paying to the Landlord the following utilities and other charges: electricity.

Governing Law

OK!
by (position paid by
Tenant BAKEN
on 2/2/11)

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

Severability

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

Assignment and Subletting

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

Bulk Sale

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

Care and Use of Premises

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

The Tenant will not engage in any illegal trade or activity on or about the Premises.

The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

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

Hazardous Materials

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

Rules and Regulations

The Tenant will obey all rules and regulations posted by the Landlord regarding the use

and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

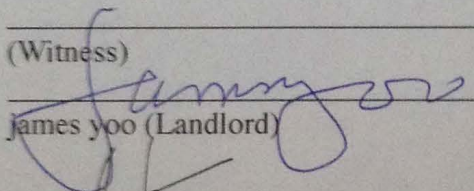
All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

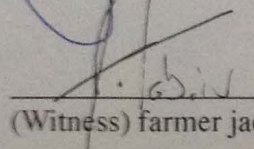
Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this

_____ day of _____, _____.

(Witness)



James yoo (Landlord)


(Witness) farmer jack's LLC (Tenant) (JOSHUA TOBIN)


Per: _____ (SEAL)

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Page PAGE of NUMPAGES



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

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NAME(s)

Type	Name
Legal Name	farmer jack's LLC

ENTITY DETAILS

Entity Type: Limited Liability Company

Entity #: 10036199

Status: Good Standing

AK Formed Date: 2/26/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2018

Entity Mailing Address: 8820 KING ST #6, ANCHORAGE, AK 99515

Entity Physical Address: 8820 KING ST #6, ANCHORAGE, AK 99515

REGISTERED AGENT

Agent Name: joshua tobin

Registered Mailing Address: 935 EAST ELEVENTH AVENUE, ANCHORAGE, AK 99501

Registered Physical Address: 935 EAST ELEVENTH AVENUE, ANCHORAGE, AK 99501

OFFICIALS

Show Former

AK Entity#	Name	Titles	Percent Owned
	HANS THEDINGA	Member	35
	JOSHUA TOBIN	Member	65

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
2/26/2016	Creation Filing	Click to View	Click to View
2/26/2016	Initial Report	Click to View	
5/23/2016	Change of Officials	Click to View	

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https://www.commerce.alaska.gov/cbp/Main/CorporationDetail.aspx?id=10036199[6/3/2016 8:22:54 AM]



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

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CORP

NOTICE OF CHANGE OF OFFICIALS
Domestic Limited Liability Company
AS 10.50.765

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

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

ITEM 1: Name of the Entity:

Alaska Entity #:

Farmer JACK'S LLC **10036199**

ITEM 2: Prior and new information:

Prior member/manager	New (replacement) member/manager	New (replacement) mailing address	X if Member	X if Manager	% of interest held
JOSHUA Tobin		935 EAST 11TH ANCHORAGE AK 99501		X	65
	HANSTHEIDING	242W 13TH AVE #4 ANCHORAGE, AK 99508		X	35

Attach an additional sheet if necessary.

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

J. Tobin	JOSHUA Tobin	OWNER	4/29/16
Signature	Printed name	Title	Date

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

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

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



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

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CONTACT INFORMATION SHEET

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

Name of entity as it appears on filing:

FARMER JACK'S LLC

To resolve questions with this filing, contact:

Name:	JOSHUA TOBIN	
Email:	TOBINSINGSO@gmail.com	Phone:
Mailing address:	935 EAST 11TH ANCHORAGE AK 99501	

Return documents to:

Name:	JOSHUA TOBIN
Company:	FARMER JACK'S LLC
Mailing address:	935 EAST 11TH AVE ANCHORAGE AK 99501

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

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

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

FARMER JACK'S LLC

8820 KING ST. #6 ANCHORAGE AK 99501

owned by

FARMER JACK'S LLC

is licensed by the department to conduct business for the period

February 26, 2016 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Chris Hladick

OPERATING AGREEMENT
of
Farmer jack's llc

This Operating Agreement (the "Agreement") made and entered into this 6th day of June, 2016 (the "Execution Date"),

BETWEEN:

joshua tobin of 935 east eleventh, anchorage, Alaska 99501, and
hans thedinga of 242 w 13th apt 4, anchorage, Alaska 99501

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Members will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be farmer jack's llc.

Purpose

3. _____

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 935 east eleventh, anchorage, Alaska 99501 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
joshua tobin		\$65.00
hans thedinga		\$35.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will be allocated between the Members in the following manner:

Member	Profit/Loss Percentage
joshua tobin	65.00%
hans thedinga	35.00%

8. Distributions will be made monthly.
9. Distributions to Members will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

11. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

12. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

13. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

14. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.

15. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

16. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

17. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Compensation of Members for Services Rendered

18. Members will be compensated by the Company for services rendered to or on behalf of the Company.

Management

19. Management of this Company is vested in the Members.

Authority to Bind Company

20. Only the following individuals have authority to bind the Company in contract: joshua tobin
hans thedinga.

Duty of Loyalty

21. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. A Member will have no obligation to present any opportunity to the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

22. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

23. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
24. Regular meetings of the Members will be held only as required.

Voting

25. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

26. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
27. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

28. Any Member will have the right to voluntarily withdraw from the Company.
29. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
30. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

31. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
32. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

33. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
34. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
35. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

36. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

37. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

38. Where a Member's financial interest in the Company is assigned to another party who is not an existing Member, that party will be treated as a new Member. An assignment of full Membership status inclusive of all duties, obligations, and rights held by the previous Member will be governed by the conditions described under the Admission of New Members section of this Agreement.
39. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

40. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
41. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

42. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

43. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
44. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

45. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the

future.

46. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

47. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

48. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

49. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

50. This Company is intended to be treated as a corporation, for the purposes of Federal and State Income Tax.

Annual Report

51. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

52. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

53. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Dispute Resolution

54. In the event of a dispute arising out of or in connection with this Agreement, the Members will attempt to resolve the dispute through friendly consultation.
55. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska.

Force Majeure

56. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

57. No Member may do any act in contravention of this Agreement.
58. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

59. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
60. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
61. No Member may confess a judgment against the Company.
62. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

63. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

64. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

65. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

66. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Amendment of this Agreement

67. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

68. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

69. Time is of the essence in this Agreement.
70. This Agreement may be executed in counterparts.
71. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
72. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
73. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
74. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
75. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the

addresses contained in this Agreement or as the Members may later designate in writing.

76. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

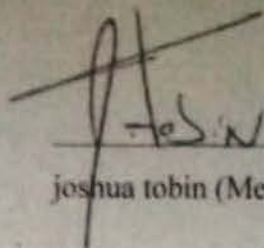
Definitions

77. For the purpose of this Agreement, the following terms are defined as follows:

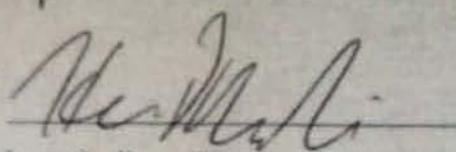
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
- b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
- c. "Distributions" means a payment of Company profits to the Members.
- d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a Membership class that has voting power. Where there is only one class of Members, then those Members constitute the

Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 6th day of June, 2016.




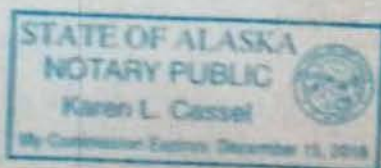
joshua tobin (Member)



hans thedinga (Member)

State of Alaska
Third Judicial District

The Foregoing Instrument was acknowledged before me by Joshua Tobin and Hans Thedinga this 9th day of June 2016


Karen L. Cassel, Notary Public
My commission expires: 12/15/16

385800
0001382061
\$585.00

AFFIDAVIT OF PUBLICATION

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

Emma Dunlap
being first duly sworn on oath deposes and
says that he/she is a representative of the
Alaska Dispatch News, a daily newspaper.
That said newspaper has been approved
by the Third Judicial Court, Anchorage,
Alaska, and it now and has been published
in the English language continually as a
daily newspaper in Anchorage, Alaska, and
it is now and during all said time was
printed in an office maintained at the
aforesaid place of publication of said
newspaper. That the annexed is a copy of
an advertisement as it was published in
regular issues (and not in supplemental
form) of said newspaper on

March 26, 2016

and that such newspaper was regularly
distributed to its subscribers during all of
said period. That the full amount of the fee
charged for the foregoing publication is not
in excess of the rate charged private
individuals.

Signed

Emma Dunlap

Subscribed and sworn to before me
this 28th day of March, 2016

Britney Thompson

Notary Public in and for
The State of Alaska.
Third Division
Anchorage, Alaska
MY COMMISSION EXPIRES

2/23/2019

Farmer Jack's LLC is ap-
plying for a new Stan-
dard Marijuana Culti-
vation Facility License
3 AAC 306.400(1), do-
ing business as FARMER
JACK'S LLC located at
8820 King St. #5 and #6,
Anchorage, AK 99501,
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.

Notary Public
BRITNEY L. THOMPSON
State of Alaska
My Commission Expires Feb 23, 2019

CORRESPON- DENCE



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 1, 2016

Farmer Jack's, LLC
DBA Farmer Jack's LLC
Via email: tobinsings@gmail.com

Re: Standard Marijuana Cultivation Facility license application #10142

Dear applicant,

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

- MJ-01 Marijuana Establishment Operating Plan
 - Page 1: The premises address is incomplete, please add the unit numbers to the premises address.
 - Page 3: Please provide a badge sample that shows where the photograph of the person is going to be.
 - Page 9: The complete response to the question on this section is not showing. Please handwrite it, or type it in a way that it all fits on the box.
- MJ-02 Premises Diagram
 - On your first floor diagram; please show the entrance(s); the stairs to get to the second floor.
 - On your second floor diagram; please show the stairs that lead to the bottom floor; the entrance into the second floor.
 - Are you able to access the second floor through the first floor?

- Proof of Possession for Proposed Premises
 - Please provide a commercial lease where the applicant of the marijuana establishment license is the lessee/tenant. The commercial lease must clearly identify the units being leased, and the landlord must clearly acknowledge that the premises is for the use of a marijuana establishment.
- Entity Documents
 - Please provide the LLC's Operating Agreement, please note that according to Division of Corporations this LLC is owned 100% by Hans Thedinga.

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: ["tobinsings@gmail.com"](mailto:tobinsings@gmail.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Farmer Jack's LLC license #10142 DEADLINES 6/15/16 & 8/30/16
Date: Wednesday, June 01, 2016 3:15:00 PM
Attachments: [Incomplete Application Letter .pdf](#)

Good afternoon,

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

Thank you

AMCO Staff

From: [Marijuana Licensing \(CED sponsored\)](#)
To: [jack tobin](#); [Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: farmer jack's lic. 10142 -CORRECTIONS
Date: Monday, June 06, 2016 7:57:20 AM

Good morning, Jack;

I updated your MJ-01; thank you.

MJ-02 I have some internal questions before I can ask you some more questions. Will let you know about MJ-02 hopefully by the end of the day.

The lease that you attached to the corrections email we already have, that's what you submitted originally, but it is inadequate. We need a legally binding Commercial Lease where the tenant is the applicant of the marijuana establishment license, in this case Farmer Jack's LLC, the lease also needs to clearly acknowledge that it will be for a marijuana establishment, and signed by both parties the Farmer Jack's LLC and the landlord.

You still need to provide your LLC's Operating Agreement.

Please work on getting me the above items while I get my questions regarding your proposed premises answered.

Thank you

AMCO Staff

From: jack tobin [mailto:tobinsings@gmail.com]
Sent: Friday, June 03, 2016 8:12 AM
To: Marijuana Licensing (CED sponsored)
Subject: farmer jack's lic. 10142 email FIVE of four

YES, FIVE OF FOUR

i had to add another email to send the files, apparently alaska's site only takes attachments up to 20 mb.

the AMCO requested that we add where our stairwell is for access to the second floor room.

there are no stairs, we use a ladder. If the AMCO requires a staircase, I would be happy to build one.

--

From: Marijuana Licensing (CED sponsored)
To: [Marijuana Licensing \(CED sponsored\); jack tobin](#)
Subject: RE: farmer jack's lic. 10142 -CORRECTIONS
Date: Monday, June 06, 2016 3:56:00 PM

I just wanted to let you know that although the staircase is not required by AAC 306, we do recommend you construct a staircase that leads to the second floor of your proposed premises so the investigators are able to conduct inspections.

I also, wanted to remind you that the board will review your premises as submitted, and that if you need to make any changes will require you to file a premises modification/alteration, pay a fee, and it will require the board's approval.

I would be looking out for the rest of your corrections/documents needed.

Thank you

AMCO Staff

From: Marijuana Licensing (CED sponsored)
Sent: Monday, June 06, 2016 3:49 PM
To: jack tobin; Marijuana Licensing (CED sponsored)
Subject: RE: farmer jack's lic. 10142 -CORRECTIONS

The lease needs to include a paragraph where the landlord acknowledges the marijuana establishment.

AMCO Staff

From: jack tobin [<mailto:tobinsings@gmail.com>]
Sent: Monday, June 06, 2016 9:08 AM
To: Marijuana Licensing (CED sponsored)
Subject: Re: farmer jack's lic. 10142 -CORRECTIONS

my landlord will be back in alaska, in his office, sometime this afternoon.

i will send the new lease before day's end

if you need to talk to me for any reason please feel free to call

1 907 952 9334.

thanks again for all you work!

On Mon, Jun 6, 2016 at 8:39 AM, jack tobin <tobinsings@gmail.com> wrote:
oh:

i will get a new lease written:

does the letter i attached here (also in other emails) from my and lord stating that he understands that i will be growing help?

On Mon, Jun 6, 2016 at 8:33 AM, jack tobin <tobinsings@gmail.com> wrote:
thank you!

i'll go find out what an operating agreement is!

(i hope that made whomever is on the other end here laugh a little)

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You still need to provide your LLC's Operating Agreement.

Please work on getting me the above items while I get my questions regarding your proposed premises answered.

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https://www.facebook.com/westof61/app_2405167945

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From: tobinsings@gmail.com
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Re: farmer jack's lic. 10142 -CORRECTIONS
Date: Monday, June 06, 2016 4:31:49 PM

Ok i will build you a staircase.

Sent from my iPhone

On Jun 6, 2016, at 3:56 PM, Marijuana Licensing (CED sponsored)
<marijuana.licensing@alaska.gov> wrote:

I just wanted to let you know that although the staircase is not required by AAC 306, we do recommend you construct a staircase that leads to the second floor of your proposed premises so the investigators are able to conduct inspections.

I also, wanted to remind you that the board will review your premises as submitted, and that if you need to make any changes will require you to file a premises modification/alteration, pay a fee, and it will require the board's approval.

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-MONTH TO MONTH LEASE AGREEMENT-

I. TERM – This legal document (“Hereinafter referred to as “Lease Agreement”) represents a lease agreement to begin on 6/6/16 and to continue on a Date

month to month basis. Landlord and Tenant may modify or terminate this Lease Agreement at ANYTIME by giving 30 days’ written notice.
Number of Days

II. LANDLORD & TENANT – This Lease Agreement is between

JAMES YOG (Hereinafter referred to as “Landlord”) Landlord

with mailing address of 8820 KING ST. City of

ANCHORAGE City AK State 99515 Zip Code
Street Address

(Hereinafter referred to as the “Premises”) to

FARMER JACK'S LLC (Hereinafter referred to as “Tenant”) Tenant

III. PREMISES – The Landlord agrees to lease the premises located at

8820 King St #5 + #6 City of ANCHORAGE State of AK
Street Address City State Zip Code
99515 (Hereinafter referred to as the “Premises”) to

the Tenant only for the purposes of CANNABIS PRODUCTION residential use. The Landlord agrees to include furnishings and appliances as described:

NO
Furnishings and Appliances

If there are any common areas for use but which are shared between other Tenants or the Landlord, Tenant shall have the every right to use said areas. If there are any restrictions on said common areas they are:

NO
Restrictions

IV. USE

The Tenant shall obey, and require anyone else on the Premises to obey, all laws and restrictions that apply to the Premises as well as any Federal or State Laws and act in a manner that does not unreasonably disturb any neighbors or constitute a breach of peace.

From: Marijuana Licensing (CED sponsored)
To: ["jack tobin"; Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: farmer jack's lease agreement lic. 10142
Date: Tuesday, June 07, 2016 1:26:00 PM

Jack,

Here are a few questions for you:

Why is the actual owner of the property, James Yoo, not able to sign a commercial lease?

Why is the lease a residential lease, with corrections made to say for “cannabis production”, and not a commercial lease where it can very clearly disclose that it is for a marijuana establishment, if the owner of the building so desires?

What type of paperwork does Tyrell Keller have authorizing him to sign as a “Licensed Real Estate Agent/Broker/Salesperson” on behalf of the owner of the property/building?

Thank you

AMCO Staff

From: jack tobin [mailto:tobinsings@gmail.com]
Sent: Monday, June 06, 2016 5:24 PM
To: Marijuana Licensing (CED sponsored)
Subject: farmer jack's lease agreement lic. 10142

ok, i checked and rechecked. this is the lease we wrote earlier today.

yes, i admit this lease is, well, not the usual thing:

they are a scrap metal company, who also manages the property they are located in, and office work is a small part of their day.

If this is not sufficient, let me know and i will make another attempt at getting the lease correct.

From: Marijuana Licensing (CED sponsored)
To: ["tobinsings@gmail.com"](mailto:tobinsings@gmail.com); [Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: farmer jack's lease agreement lic. 10142
Date: Wednesday, June 08, 2016 3:15:00 PM

Good afternoon, Jack;

You will have to have your landlord, Mr. Yoo, sign the lease and initial the corrections made on the Month-To-Month lease, unless of course Mr. Yoo can just type you up a clean legally binding lease specifically allowing Farmer Jack's, LLC to have a marijuana establishment.

I do want to let you know that this lease was reviewed in depth and it was determined by our legal counsel that the lease will need to be signed by Mr. Yoo and the corrections to the lease will need to be initialed by Mr. Yoo as well.

As a reminder, I am still waiting on your LLC's Operating Agreement which is part of your Entity Documents that must be submitted.

Thank you

AMCO Staff

From: tobinsings@gmail.com [mailto:tobinsings@gmail.com]
Sent: Tuesday, June 07, 2016 1:58 PM
To: Marijuana Licensing (CED sponsored)
Subject: Re: farmer jack's lease agreement lic. 10142

The owner- also owns WOTC SCRAP METAL;

He is often in china, and washington doing business with his company; in fact USUALLY is, it seems

Tyrell is the shop foreman for WOTC and the property manager onsite- he has legal authority to sign on behalf of mr yoo-

The reason the lease is what it is - well, this is what they had. I told them this might not be ok- and they told me "this is what we have".

They showed me the other leases on the property and sure enough, thats what they were- and yes, the property manager name was on it.

I asked him if he had any paperwork giving him authorization , he shrugged and said no-

I believe my landlord is in town- i think-

Should i try to have another lease written?

Im not trying to skirt regulation, just trying not to be difficult to a landlord who us letting me grow here-

Sent from my iPhone

On Jun 7, 2016, at 1:26 PM, Marijuana Licensing (CED sponsored)
<marijuana.licensing@alaska.gov> wrote:

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From: [Marijuana Licensing \(CED sponsored\)](#)
To: tobinsings@gmail.com; [Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: farmer jack's lease agreement lic. 10142
Date: Wednesday, June 08, 2016 4:04:39 PM

Won't know until we see the document.

AMCO Staff

From: tobinsings@gmail.com [mailto:tobinsings@gmail.com]
Sent: Wednesday, June 08, 2016 3:39 PM
To: Marijuana Licensing (CED sponsored)
Subject: Re: farmer jack's lease agreement lic. 10142

Myself and my partner found, and printed, and signed an operating agreement from an online source:

Will this suffice or is there something needed from the division of corporations?

Sent from my iPhone

On Jun 8, 2016, at 3:15 PM, Marijuana Licensing (CED sponsored)
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Good afternoon, Jack;

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If this is not sufficient, let me know and i will make another attempt at getting the lease correct.

NOTIFICATIONS

From: [AMCO Local Government Only \(CED sponsored\)](#)
To: [Miranda Honest \(honestml@muni.org\)](#); [moserak@muni.org](#); [McConnell, Erika B. \(McConnellEB@ci.anchorage.ak.us\)](#); ["mclaughlinfd@muni.org"](#); ["odellsm@muni.org"](#); ["schoenthaln@muni.org"](#)
Subject: LG Notification-Farmer Jack's LLC license #10142
Date: Wednesday, June 15, 2016 9:07:00 AM
Attachments: [LG Notification-Farmer Jack's LLC license #10142.pdf](#)

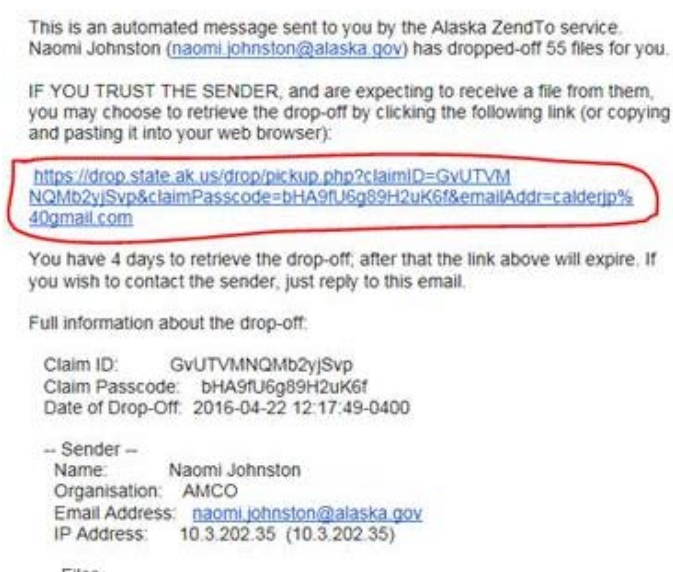
Dear local government officials,

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

Direct all responses to amco.localgovernmentonly@alaska.gov

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

Using the ZendTo drop box. You will receive an email that looks like this



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

Please prove you are a person

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



Pickup Files

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

Drop-Off Summary

Click on a filename or icon to download that file.

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

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

Thank you

AMCO Staff

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

June 15, 2016

Municipality of Anchorage

Attn: Mandy Honest

VIA Email: honestml@muni.org

Cc: moserak@muni.org

License Number:	10142
License Type:	Standard Marijuana Cultivation Facility
Licensee:	farmer jack's LLC
Doing Business As:	FARMER JACK'S LLC
Physical Address:	8820 king st st. #5 abd #6 anchorage, AK 99515
Designated Licensee:	joshua tobin
Phone Number:	907-952-9334
Email Address:	tobinsings@gmail.com

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

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

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

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

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

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

Sincerely,

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

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



Municipality of Anchorage

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

Office of the Municipal Clerk Licensing

June 17, 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
Farmer Jack's, LLC, #10142

Dear Ms. Franklin:

In accordance with Anchorage Municipal Code 10.80.061A., the Municipal Clerk is **protesting** the state marijuana establishment license #10142 for a standard marijuana cultivation facility, doing business as Farmer Jack's, LLC.

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

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

Cordially,

Mandy Honest
Business License Official

Concur,

Lisa Schleusner
Deputy Municipal Clerk

C: Erika McConnell, Special Assistant to the OECD Director
Farmer Jack's, LLC – via email

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["tobinsings@gmail.com"](mailto:tobinsings@gmail.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Complete Letter-Farmer Jack's LLC license #10142
Date: Wednesday, June 15, 2016 11:11:00 AM
Attachments: [10142 Complete Letter.pdf](#)

Good afternoon,

Please see attached correspondence regarding your marijuana establishment license.

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 15, 2016

Farmer Jack's, LLC
DBA Farmer Jack's LLC
VIA email: tobinsings@gmail.com

Re: Application Status for License # 10142

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. **Your appearance at the meeting, either in person or telephonically, is mandatory.** The address and call in number for the meeting will be posted on our website in the public notice. Because July 7, 2016 is less than 60 days from today, the board will not grant or deny your application before August 14, 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

MISC.

DOCUMENTS

(not in any particular
order)



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

Mailing Address:					
City:		State:		ZIP:	

Primary Contact:			
Main Phone:		Cell Phone:	
Email:			



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:

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



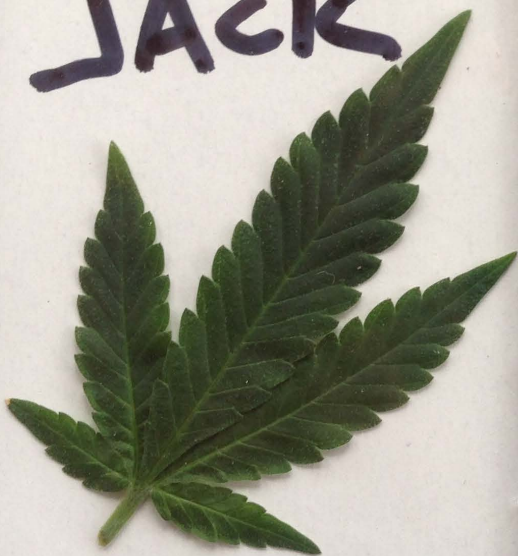
Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

FARMER
JACK



FRIEND &
JACK





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:

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

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:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Describe your policies and procedures for preventing loitering:

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:



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:

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 type="checkbox"/>	<input type="checkbox"/>
Both the interior and exterior of each entrance to the facility	<input type="checkbox"/>	<input type="checkbox"/>
Each point of sale area	<input type="checkbox"/>	<input type="checkbox"/>

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 type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input type="checkbox"/>	<input type="checkbox"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input type="checkbox"/>	<input type="checkbox"/>



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:

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☐ ☐

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

☐ ☐

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

☐ ☐

Video surveillance records are stored off-site

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (3 AAC 306.755):

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

Business Records Maintained and Kept on the Licensed Premises:

Yes No

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

☐ ☐

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

☐ ☐

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

☐ ☐

Records related to advertising and marketing

☐ ☐

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

☐ ☐

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

☐ ☐

All records normally retained for tax purposes

☐ ☐

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

☐ ☐

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

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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:



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:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

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

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

☐ ☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

☐ ☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

☐ ☐

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



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:

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



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:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

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

Applicants should be able to answer “Yes” to all items below.

Marijuana Transportation:

Yes No

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

☐ ☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

☐ ☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

☐ ☐

During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

☐ ☐

Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

☐ ☐

When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

☐ ☐

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

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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



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:

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

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

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

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

No advertisement for marijuana or marijuana product will contain any statement or illustration that:

Agree Disagree

Is false or misleading

☐ ☐

Promotes excessive consumption

☐ ☐

Represents that the use of marijuana has curative or therapeutic effects

☐ ☐

Depicts a person under the age of 21 consuming marijuana

☐ ☐

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

☐ ☐

On or in a public transit vehicle or public transit shelter

☐ ☐

On or in a publicly owned or operated property

☐ ☐

Within 1000 feet of a substance abuse or treatment facility

☐ ☐

On a campus for post-secondary education

☐ ☐

Signage and Promotional Materials:

Agree Disagree

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

☐ ☐

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

☐ ☐

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

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

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

all entrants must have thier state issued id photographed before entry. if they are not of age, thier entry will be denied.

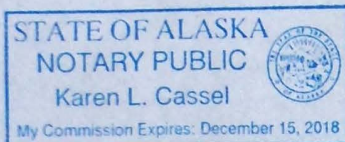
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Joshua N. Tobin

Printed name

Subscribed and sworn to before me this 29 day of April, 2016.


Notary Public in and for the State of Alaska.

My commission expires: 12/15/2018



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):



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

Subject to legal counsel + A. ob. W
(mss)

-MONTH TO MONTH LEASE AGREEMENT-

I. TERM – This legal document (“Hereinafter referred to as “Lease Agreement”) represents a lease agreement to begin on 11/1/16 and to continue on a
Date

month to month basis. Landlord and Tenant may modify or terminate this Lease Agreement at ANYTIME by giving 25 days’ written notice.
Number of Days

II. LANDLORD & TENANT – This Lease Agreement is between

James You (Hereinafter referred to as “Landlord”) Landlord
with mailing address of 3820 King St 516 E/F City of Anchorage
Street Address
City State of AK Zip Code 99515
City State Zip Code

(Hereinafter referred to as the “Premises”) to

Josh Tobin (Hereinafter referred to as “Tenant”) Tenant
Josh

III. PREMISES – The Landlord agrees to lease the premises located at

3820 King St City of Anchorage State of AK
Street Address City State
Zip Code 99515 (Hereinafter referred to as the “Premises”) to
State Zip Code

the Tenant only for the purposes of residential use. The Landlord agrees to include furnishings and appliances as described:

None
Furnishings and Appliances

If there are any common areas for use but which are shared between other Tenants or the Landlord, Tenant shall have the every right to use said areas. If there are any restrictions on said common areas they are:

5 cars
Restrictions

IV. USE

The Tenant shall obey, and require anyone else on the Premises to obey, all laws and restrictions that apply to the Premises as well as any Federal or State Laws and act in a manner that does not unreasonably disturb any neighbors or constitute a breach of peace.

Landlord will give Tenant notice of any restrictions that apply to the Premises.

A. **Alterations** - Tenant ☒ may, or, ☐ may not make alterations or improvements to the Premises with first obtaining permission from the Landlord in writing of exactly the improvement or alteration and how the improvement or alteration will be made.

B. **Pets** - Tenant ☐ may, or, ☒ may not be allowed to have pets on the Premises. If pets are not allowed on the premises, they are not to be allowed at anytime, except licensed animals needed by the blind, deaf, disabled or

n/a under the conditions of n/a
Other Conditions

The Premises are to be used only as a private residence for the Tenant(s) listed in Section II of this Agreement, and the following minor children:

7

List Minor Children

Occupancy by guests for more than 7 is prohibited without Landlord's written

of Days

consent and will be considered a breach of this Lease Agreement.

V. RENT

Tenant shall pay rent to Landlord payable to in the monthly installments of

3000 Dollars (\$ 3000)
Amount \$

payable in the name of James Yoo
Payable to

Payments are due on the 1st of every month (Hereinafter referred to as the "Due

Date") beginning 5 late 150 fee. All rent payments shall be

sent to 8820 King City of Anch State of
Street Address City

AK Zip Code 99515 or if there is another way the Landlord would like to
State Zip Code

receive rental payments it shall be described as follows:

Other

(if applicable) **Prorated first month's rent.**

For the period from Tenant's move-in date 11/11, 16, through the end
Tenant's Move-in Date

of the month, Tenant will pay to Landlord the prorated monthly rent of

\$ 2000
Prorated Rent Amount

This amount will be paid on or before the date the Tenant moves in.

VI. DEPOSITS AND CHARGES - In addition to Rent described above, the Tenant shall pay the following to the items that apply:

A. Deposits (check all that apply)

☒ - Security Deposit of \$ 3500 paid upon signing the Lease

\$

☒ - Last Month's Rent of \$ 3000 paid upon signing the Lease

\$

☒ - Rent in advance of \$ 3000 paid upon signing the Lease

\$

☐ - Pet Deposit of \$ _____ paid upon signing the Lease

\$

☒ - Other tenant get utilities

\$

If the Tenant has paid a deposit or an advancement of rent, the Landlord shall deposit the money in a separate interest bearing or non-interest bearing account for the benefit of the Tenant. Furthermore, within 25 days after Tenant has vacated the premises,

of days

returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

B. Late Charges - If Rent has not been paid in full to the Landlord by the Due Date as stated in **Section V** the Landlord has the right to either:

(choose one option)

☒ - Charge Tenant fee of \$ 150⁰⁰, for every day after the Due Date.
\$

☐ - Charge Tenant fee of ___% of the amount due, for every day after the Due Date.
%

VII. UTILITIES – Tenant is responsible for the following utility charges:

☐ - Electricity

☐ - Water

☐ - Cable

☐ - Internet

☐ - Heat

☒ - Other

tenant pay
you pay utilities

Other

VIII. SUBLETTING & ASSIGNMENT – Tenant agrees not to sublet any part of the Premises or assign this Lease Agreement without written consent from the Landlord.

IX. MAINTENANCE – Tenant agrees to keep the Premises properly maintained and in sanitary condition during the term of the lease. Tenant must return the Premises to the same level of condition as when the day the Tenant took occupancy.

A. Tenant to keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to what existed when the Tenant took occupancy, except for ordinary wear and tear;

B. It is the Tenant's obligation to notify Landlord IMMEDIATELY of any conditions that could be hazardous in or about the Premises.

C. Tenant agrees that they will be held accountable for any damage made by guests on the Premises.

X. LANDLORD'S ACCESS – Landlord or a Landlord's representative may enter the Premises under the following conditions:

A. At anytime for the protection or preservation of the Premises.

B. After notice as required by State law for the purpose of repairing the Premises.

C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

1. With Tenant's consent

2. In case of emergency

3. When Tenant unreasonably withholds consent.

4. If Tenant is absent from the Premises for a period of at least one-half a Rental

Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then the Landlord may only enter with Tenant's consent or for the protection or preservation of the Premises.)

XI. PROHIBITED ACTS BY LANDLORD

A. - Landlord cannot cause, directly or indirectly, the termination or interruption of any utility service that serves the Tenant including but not limited to; refrigeration garbage collection, gas, oil, electricity, lighting (interior and exterior), or any other service.

B. - Landlord cannot prevent the Tenant from accessing the Premises by any and all means.

C. - Landlord cannot make any unnecessary repairs to remove; windows, doors, or any fixtures. Landlord cannot remove Tenant's personal property from the Premises unless Tenant has not paid rent; in that case the Landlord may remove Tenant's Personal Property and is not responsible for storage or disposition.

XII. DEFAULT

A. TENANT'S DEFAULT - Tenant shall be in default if the following occurs during the term of the Lease Agreement:

1. Tenant fails to pay rent when it is due and the default continues for 3 business days (business days are defined as Monday through Friday except federal holidays) after written notice of failure to pay rent or possession of the Premises.
2. If there is an intentional act that causes severe destruction, damage, or misuse of Property, then Landlord has the authority to evict the Tenant immediately for unreasonable disturbance.
3. If Tenant fails to perform any of the stated terms of the Lease Agreement and fails to comply after seven (7) days of receiving notice.

B. LANDLORD'S DEFAULT - If Landlord does not comply with Tenant's maintenance obligations within seven (7) days of written notice of Landlord's default of obligation to repair, fix, or maintain the Premises, the Lease Agreement may be altered;

C. WAIVER - If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any part of the Lease Agreement, or, Tenant accepts performance by Landlord knowing of Landlord default and pays rent, then the party accepting performance shall not have the right under this Lease Agreement to make a claim or terminate Lease Agreement. This does not limit the rights of any party to enforce later default.

1. Tenant will not be liable for rent if the Landlord's failure to comply makes the Premises uninhabitable.
2. If the Landlord's failure to comply makes the Premises habitable but not in the condition upon move-in, then the rent shall be adjusted to the market value of the Premises.

XIII. POSSESSION - If, after authorization of this Lease Agreement by both parties either:

- A. Tenant fails to take possession of the Premises; Tenant is still responsible for paying rent on the Due Date every month and to comply with the provisions of this Lease Agreement.
- B. Landlord fails to grant possession of the Premises in a good and habitable condition to Tenant; The Tenant has the right to terminate the Lease Agreement with written notice to Landlord.

XIV. NOTICES – All notices made by the Tenant to the Landlord, must be delivered to the following address below;

8820 King St
Street Address

Anchorage AK
City State
99515
Zip Code

XV. DISCLOSURES – Tenant agrees and acknowledges the disclosures attached to this agreement by filling in their initials below;

☒ - State of AK required disclosures
State

☒ - Tenant Rules and Regulations

☐ - Tenant Checklist Upon Move-In

☐ - Other _____
Other

XVI. ADDITIONAL ADDENDUMS – If any Additional addendum(s) to this agreement, is described as:

None
Additional Addendums

XVII. DISCLAIMER – If one sentence, section, or portion of this Lease Agreement is deemed to be invalid, it does not affect the terms of the rest of this document.

XVIII. TENANCY – If for any reason the Tenant or Tenant's guest(s) fail to comply with this Lease Agreement, or the Tenant misrepresented themselves in this Lease Agreement or on the Rental Application, the Tenant may be found in violation of this Lease Agreement and at the Landlord's decision this document may become Void.

XIX. TIME - Is of the essence.

XX. ENTIRE LEASE AGREEMENT – This legal document is the agreement between Landlord and Tenant, any other promises or agreements must be attached hereto other

than the necessary rules and regulations as implied by law, have been agreed upon. Any future changes or modifications must be made in writing and signed by both parties.

XXI. AUTHORIZATION & WITNESS – IN WITNESS WHEREOF, Landlord and Tenant agree to the terms and have executed and dated this Lease Agreement below.

Landlord:

James Yoo
Landlord's Printed Name

James Yoo
Landlord's Signature
12/10/15
Date

Tenant:

JOSHUA Tobin
Tenant's Printed Name

J. Tobin
Tenant's Signature
12/10/2015
Date

(if applicable)

Licensed Real Estate Agent/Broker/Salesperson

Miranda Steyer
Printed Name

Miranda Steyer
Signature
12/4/15
Date



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 1, 2016

Farmer Jack's, LLC
DBA Farmer Jack's LLC
Via email: tobinsings@gmail.com

Re: Standard Marijuana Cultivation Facility license application #10142

Dear applicant,

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

- MJ-01 Marijuana Establishment Operating Plan
 - Page 1: The premises address is incomplete, please add the unit numbers to the premises address.
 - Page 3: Please provide a badge sample that shows where the photograph of the person is going to be.
 - Page 9: The complete response to the question on this section is not showing. Please handwrite it, or type it in a way that it all fits on the box.
- MJ-02 Premises Diagram
 - On your first floor diagram; please show the entrance(s); the stairs to get to the second floor.
 - On your second floor diagram; please show the stairs that lead to the bottom floor; the entrance into the second floor.
 - Are you able to access the second floor through the first floor?

- Proof of Possession for Proposed Premises
 - Please provide a commercial lease where the applicant of the marijuana establishment license is the lessee/tenant. The commercial lease must clearly identify the units being leased, and the landlord must clearly acknowledge that the premises is for the use of a marijuana establishment.
- Entity Documents
 - Please provide the LLC's Operating Agreement, please note that according to Division of Corporations this LLC is owned 100% by Hans Thedinga.

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

Subject to legal counsel + 11/25/12
INSS

-MONTH TO MONTH LEASE AGREEMENT-

I. TERM - This legal document ("Hereinafter referred to as "Lease Agreement") represents a lease agreement to begin on 11/1/12 and to continue on a

Date

month to month basis. Landlord and Tenant may modify or terminate this Lease Agreement at ANYTIME by giving 25 days' written notice

Number of Days

II. LANDLORD & TENANT - This Lease Agreement is between

James You (Hereinafter referred to as "Landlord")

Landlord

with mailing address of 8320 King St 516 E/f City of

Anchorage State of AK Zip Code 99515

City

Street Address

State

Zip Code

(Hereinafter referred to as the "Premises") to

~~Josh~~ Tobin (Hereinafter referred to as "Tenant")

Tenant

III. PREMISES - The Landlord agrees to lease the premises located at

8320 King St City of Anchorage State of

AK Zip Code 99515 (Hereinafter referred to as the "Premises") to

State

Zip Code

the Tenant only for the purposes of residential use. The Landlord agrees to include furnishings and appliances as described:

None

Furnishings and Appliances

If there are any common areas for use but which are shared between other Tenants or the Landlord, Tenant shall have the every right to use said areas. If there are any restrictions on said common areas they are:

5 cars

Restrictions

IV. USE

The Tenant shall obey, and require anyone else on the Premises to obey, all laws and restrictions that apply to the Premises as well as any Federal or State Laws and act in a manner that does not unreasonably disturb any neighbors or constitute a breach of peace.

Landlord will give Tenant notice of any restrictions that apply to the Premises.

A. Alterations - Tenant ☒ may, or, ☐ may not make alterations or improvements to the Premises with first obtaining permission from the Landlord in writing of exactly the improvement or alteration and how the improvement or alteration will be made.

B. Pets - Tenant ☐ may, or, ☒ may not be allowed to have pets on the Premises. If pets are not allowed on the premises, they are not to be allowed at any time except licensed animals needed by the blind, deaf, disabled or

n/a under the conditions of n/a
Other Condition

The Premises are to be used only as a private residence for the Tenant(s) listed in Section II of this Agreement, and the following minor children:

0 (List Minor Children)
Occupancy by guests for more than 0 is prohibited without Landlord's written
of Days

consent and will be considered a breach of this Lease Agreement.

V. RENT

Tenant shall pay rent to Landlord payable in in the monthly installments of

3000 Dollars (\$ 3000)
Amount

payable in the name of James Yoo
Payable to

Payments are due on the 1st of every month (Hereinafter referred to as the "Due

Date") beginning 5 late 150 fee All rent payments shall be

sent to 8820 King City of Arch State of
Street Address City

AK Zip Code 99515 or if there is another way the Landlord would like to
State Zip Code

receive rental payments it shall be described as follows:

Other

(If applicable) *Prorated first month's rent.*

For the period from Tenant's move-in date 1/1/16 through the end

Tenant's Move-In Date

of the month, Tenant will pay to Landlord the prorated monthly rent of

\$ 3000

Prorated Rent Amount

This amount will be paid on or before the date the Tenant moves in.

VI. DEPOSITS AND CHARGES - In addition to Rent described above, the Tenant shall pay the following to the items that apply:

A. Deposits (check all that apply)

☒ - Security Deposit of \$ 3500 paid upon signing the Lease

☒ - Last Month's Rent of \$ 3000 paid upon signing the Lease

☒ - Rent in advance of \$ 3000 paid upon signing the Lease

☐ - Pet Deposit of \$ _____ paid upon signing the Lease

☒ - Other tenant get utilities

If the Tenant has paid a deposit or an advancement of rent, the Landlord shall deposit the money in a separate interest bearing or non-interest bearing account for the benefit of the Tenant. Furthermore, within 25 days after Tenant has vacated the premises,

of days

returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

B. Late Charges - If Rent has not been paid in full to the Landlord by the Due Date as stated in Section V the Landlord has the right to either:

(choose one option)



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:	farmer jack's LLC	License Number:	10142		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	FARMER JACK'S LLC				
Physical Address:	8820 king st st. #5 abd #6				
City:	anchorage	State:	AK	Zip Code:	99501
Designated Licensee:	joshua tobin				
Email Address:	tobinsings@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>please note that the zip code on this cover letter is still incorrect, i cant change it, our zip is 99515</p> <p>also attached: the letter from the AMCO for staff reference;</p> <p>part one of farmer jack's lease agreement.</p>
-----------------	--

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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than the necessary rules and regulations as implied by law, have been agreed upon. Any future changes or modifications must be made in writing and signed by both parties.

XXI. AUTHORIZATION & WITNESS – IN WITNESS WHEREOF, Landlord and Tenant agree to the terms and have executed and dated this Lease Agreement below.

Landlord:

James Yoo
Landlord's Printed Name

James Yoo
Landlord's Signature

12/10/15
Date

Tenant:

Joshua Tobin
Tenant's Printed Name

Joshua Tobin
Tenant's Signature

12/10/2015
Date

(if applicable)

Licensed Real Estate Agent/Broker/Salesperson

Miranda Steyer
Printed Name

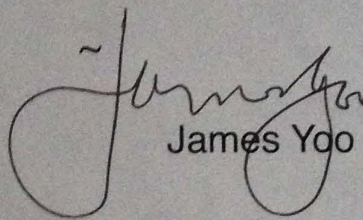
Miranda Steyer
Signature

12/4/15
Date

This letter is to inform the city of anchorage that
JOSHUA TOBIN has my permission
to operate a marijuana cultivation facility at my
property

8820 king st. anchorage alaska 99515.

thank you.

A handwritten signature in black ink, appearing to read "James Yoo", with a stylized flourish at the end.

James Yoo



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

DO NOT STAMP ABOVE THIS BOX

Office Use Only

CORP

RECEIVED
Juneau

MAY 23 2016

CBPL

10874

NOTICE OF CHANGE OF OFFICIALS
Domestic Limited Liability Company
AS 10.50.765

☐ \$25.00 Filing Fee (non-refundable)

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

ITEM 1: Name of the Entity:

Alaska Entity #:

FARMER JACK'S LLC	1003699
-------------------	---------

ITEM 2: Prior and new information:

Prior member/manager	New (replacement) member/manager	New (replacement) mailing address	X if Member	X if Manager	% of interest held
JOSHUA N. TOBIN		935 E. 11TH AVE. ANCHORAGE, AK 99501	X		65
	HANS THEODINGA	242 W. 13TH AVE ANCHORAGE, AK 99508	X		35

Attach an additional sheet if necessary.

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

J. Tobin	JOSHUA TOBIN	Owner	5/20/16 4:2
Signature	Printed name	Title	Date

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

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

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



K 1 5 9 3 5 0 9



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?

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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:	farmer jack's LLC	License Number:	10142		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	FARMER JACK'S LLC				
Physical Address:	8820 king st st. #5 abd #6				
City:	anchorage	State:	AK	Zip Code:	99501
Designated Licensee:	joshua tobin				
Email Address:	tobinsings@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<p>please note that the zip code on the cover letter is wrong our zip code is 99515</p> <p>also attached:</p> <p>part THREE of our lease agreement A letter from our landlord indicating his understanding of our cultivation plans the entity papers filed with the alaska division of corporations.</p> <p>NOTE:</p> <p>our company was filed incorrectly, the papers are of the changes we made- as indicated in the last email from the AMCO- YES, the listing online was incorrect and has been corrected.</p>
-----------------	---

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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than the necessary rules and regulations as implied by law, have been agreed upon. Any future changes or modifications must be made in writing and signed by both parties.

XXI. AUTHORIZATION & WITNESS – IN WITNESS WHEREOF, Landlord and Tenant agree to the terms and have executed and dated this Lease Agreement below.

Landlord:

Tenant:

JAMES YOO
Landlord's Printed Name

FARMER JACK'S LLC
Tenant's Printed Name

Tyrell Heller
Landlord's Signature

J. S. J
Tenant's Signature

6/6/15
Date

6/6/16
Date

(if applicable)

Licensed Real Estate Agent/Broker/Salesperson

Tyrell Heller
Printed Name

Tyrell Heller
Signature

6/6/16
Date

Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then the Landlord may only enter with Tenant's consent or for the protection or preservation of the Premises.)

XI. PROHIBITED ACTS BY LANDLORD

A. - Landlord cannot cause, directly or indirectly, the termination or interruption of any utility service that serves the Tenant including but not limited to; refrigeration garbage collection, gas, oil, electricity, lighting (interior and exterior), or any other service.

B. - Landlord cannot prevent the Tenant from accessing the Premises by any and all means.

C. - Landlord cannot make any unnecessary repairs to remove; windows, doors, or any fixtures. Landlord cannot remove Tenant's personal property from the Premises unless Tenant has not paid rent; in that case the Landlord may remove Tenant's Personal Property and is not responsible for storage or disposition.

XII. DEFAULT

A. TENANT'S DEFAULT - Tenant shall be in default if the following occurs during the term of the Lease Agreement:

1. Tenant fails to pay rent when it is due and the default continues for 3 business days (business days are defined as Monday through Friday except federal holidays) after written notice of failure to pay rent or possession of the Premises.
2. If there is an intentional act that causes severe destruction, damage, or misuse of Property, then Landlord has the authority to evict the Tenant immediately for unreasonable disturbance.
3. If Tenant fails to perform any of the stated terms of the Lease Agreement and fails to comply after seven (7) days of receiving notice.

B. LANDLORD'S DEFAULT - If Landlord does not comply with Tenant's maintenance obligations within seven (7) days of written notice of Landlord's default of obligation to repair, fix, or maintain the Premises, the Lease Agreement may be altered;

C. WAIVER - If Landlord accepts rent knowing of Tenant's default or accepts performance by Tenant of any part of the Lease Agreement, or, Tenant accepts performance by Landlord knowing of Landlord default and pays rent, then the party accepting performance shall not have the right under this Lease Agreement to make a claim or terminate Lease Agreement. This does not limit the rights of any party to enforce later default.

1. Tenant will not be liable for rent if the Landlord's failure to comply makes the Premises uninhabitable.
2. If the Landlord's failure to comply makes the Premises habitable but not in the condition upon move-in, then the rent shall be adjusted to the market value of the Premises.

XIII. POSSESSION - If, after authorization of this Lease Agreement by both parties either:

☒ - Charge Tenant fee of \$ 50, for every day after the Due Date.
\$

☐ - Charge Tenant fee of ____% of the amount due, for every day after the Due Date.
%

VII. UTILITIES – Tenant is responsible for the following utility charges:

☒ - Electricity

☐ - Water

☐ - Cable

☐ - Internet

☐ - Heat

☐ - Other _____

Other

VIII. SUBLETTING & ASSIGNMENT – Tenant agrees not to sublet any part of the Premises or assign this Lease Agreement without written consent from the Landlord.

IX. MAINTENANCE – Tenant agrees to keep the Premises properly maintained and in sanitary condition during the term of the lease. Tenant must return the Premises to the same level of condition as when the day the Tenant took occupancy.

A. Tenant to keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to what existed when the Tenant took occupancy, except for ordinary wear and tear;

B. It is the Tenant's obligation to notify Landlord IMMEDIATELY of any conditions that could be hazardous in or about the Premises.

C. Tenant agrees that they will be held accountable for any damage made by guests on the Premises.

X. LANDLORD'S ACCESS – Landlord or a Landlord's representative may enter the Premises under the following conditions:

A. At anytime for the protection or preservation of the Premises.

B. After notice as required by State law for the purpose of repairing the Premises.

C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

1. With Tenant's consent

2. In case of emergency

3. When Tenant unreasonably withholds consent.

4. If Tenant is absent from the Premises for a period of at least one-half a Rental

(if applicable) **Prorated first month's rent.**

For the period from Tenant's move-in date 1 | 1, 16, through the end
Tenant's Move-in Date

of the month, Tenant will pay to Landlord the prorated monthly rent of

\$ None
Prorated Rent Amount

This amount will be paid on or before the date the Tenant moves in.

VI. DEPOSITS AND CHARGES - In addition to Rent described above, the Tenant shall pay the following to the items that apply:

A. Deposits (check all that apply)

☐ - Security Deposit of \$ 3000 paid upon signing the Lease

☐ - Last Month's Rent of \$ 3000 paid upon signing the Lease

☐ - Rent in advance of \$ 3000 paid upon signing the Lease

☐ - Pet Deposit of \$ 415 paid upon signing the Lease

☐ - Other _____
\$

If the Tenant has paid a deposit or an advancement of rent, the Landlord shall deposit the money in a separate interest bearing or non-interest bearing account for the benefit of the Tenant. Furthermore, within 30 days after Tenant has vacated the premises,

of days

returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

B. Late Charges - If Rent has not been paid in full to the Landlord by the Due Date as stated in **Section V** the Landlord has the right to either:

(choose one option)

Landlord will give Tenant notice of any restrictions that apply to the Premises.

A. **Alterations** - Tenant ☒ may, or, ☐ may not make alterations or improvements to the Premises with first obtaining permission from the Landlord in writing of exactly the improvement or alteration and how the improvement or alteration will be made.

B. **Pets** - Tenant ☐ may, or, ☐ may not be allowed to have pets on the Premises. If pets are not allowed on the premises, they are not to be allowed at anytime, except licensed animals needed by the blind, deaf, disabled or _____ under the conditions of _____

Other

Conditions

The Premises are to be used only as a ~~private residence~~ ^{CANNAS'S PRODUCTION} for the Tenant(s) listed in Section II of this Agreement, and the following ~~minor children~~:

NO CHILDREN; NO RESIDENCE

List Minor Children

Occupancy by guests for more than 0 is prohibited without Landlord's written
of Days

consent and will be considered a breach of this Lease Agreement.

V. RENT

Tenant shall pay rent to Landlord payable to in the monthly installments of

3000 Dollars (\$ 3000)
Amount \$

payable in the name of JAMES YOO
Payable to

Payments are due on the 1 of every month (Hereinafter referred to as the "Due

Date") beginning 1ST NO LATER THAN 5TH. All rent payments shall be
Date

sent to 8820 KING ST. City of ANNE ARBOR State of
Street Address City

AK Zip Code 49515 or if there is another way the Landlord would like to
State Zip Code

receive rental payments it shall be described as follows:

Other

OPERATING AGREEMENT
of
Farmer jack's llc

This Operating Agreement (the "Agreement") made and entered into this 6th day of June, 2016 (the "Execution Date"),

BETWEEN:

joshua tobin of 935 east eleventh, anchorage, Alaska 99501, and
hans thedinga of 242 w 13th apt 4, anchorage, Alaska 99501

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Members will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be farmer jack's llc.

Purpose

3. _____

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 935 east eleventh, anchorage, Alaska 99501 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
joshua tobin		\$65.00
hans thedinga		\$35.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will be allocated between the Members in the following manner:

Member	Profit/Loss Percentage
joshua tobin	65.00%
hans thedinga	35.00%

8. Distributions will be made monthly.
9. Distributions to Members will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

11. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

12. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

13. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

14. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.

15. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

16. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

17. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Compensation of Members for Services Rendered

18. Members will be compensated by the Company for services rendered to or on behalf of the Company.

Management

19. Management of this Company is vested in the Members.

Authority to Bind Company

20. Only the following individuals have authority to bind the Company in contract: joshua tobin
hans thedinga.

Duty of Loyalty

21. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. A Member will have no obligation to present any opportunity to the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

22. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

23. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
24. Regular meetings of the Members will be held only as required.

Voting

25. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

26. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
27. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

28. Any Member will have the right to voluntarily withdraw from the Company.
29. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
30. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

31. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
32. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

33. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
34. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
35. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

36. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

37. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

38. Where a Member's financial interest in the Company is assigned to another party who is not an existing Member, that party will be treated as a new Member. An assignment of full Membership status inclusive of all duties, obligations, and rights held by the previous Member will be governed by the conditions described under the Admission of New Members section of this Agreement.
39. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

40. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
41. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

42. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

43. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
44. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

45. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the

future.

46. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

47. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

48. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

49. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

50. This Company is intended to be treated as a corporation, for the purposes of Federal and State Income Tax.

Annual Report

51. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

52. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

53. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Dispute Resolution

54. In the event of a dispute arising out of or in connection with this Agreement, the Members will attempt to resolve the dispute through friendly consultation.
55. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska.

Force Majeure

56. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

57. No Member may do any act in contravention of this Agreement.
58. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

59. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
60. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
61. No Member may confess a judgment against the Company.
62. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

63. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

64. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

65. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

66. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Amendment of this Agreement

67. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

68. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

69. Time is of the essence in this Agreement.
70. This Agreement may be executed in counterparts.
71. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
72. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
73. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
74. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
75. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the

addresses contained in this Agreement or as the Members may later designate in writing.

76. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

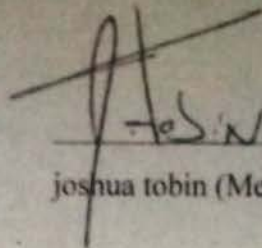
Definitions

77. For the purpose of this Agreement, the following terms are defined as follows:

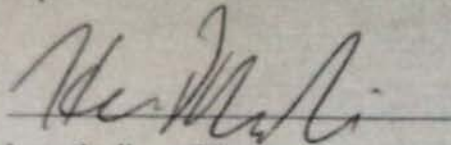
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
- b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
- c. "Distributions" means a payment of Company profits to the Members.
- d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a Membership class that has voting power. Where there is only one class of Members, then those Members constitute the

Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 6th day of June, 2016.



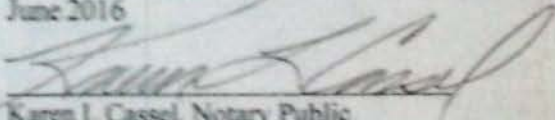
joshua tobin (Member)



hans thedinga (Member)

State of Alaska
Third Judicial District

The Foregoing Instrument was acknowledged before me by Joshua Tobin and Hans Thedinga this 9th day of June 2016



Karen L. Cassel, Notary Public
My commission expires: 12/15/16

