



MEMORANDUM

TO: Chair and Members of the Board DATE: June 23, 2016
FROM: Cynthia Franklin RE: Good LLC #10166
Director, Marijuana Control Board

This is an application for a new standard cultivation facility in the Fairbanks North Star Borough by Good, LLC DBA Good LLC

Date Application Initiated: 03/09/2016
Date Under Review: 06/01/2016
Incomplete Letter(s) Date: 06/06/2016
Date Final Corrections Submitted: 06/14/2016
Determined Complete/Notices Sent: 06/17/2016
Local Government Response/Date: No response; yet
DEC Response/Date: "No permit needed" – 06/17/2016
Fire Marshal Response/Date: No response; yet
Objection(s) Received/Date: None
Staff questions for Board: None

APPLICATION DOCUMENTS- FINAL

Alcohol & Marijuana Control Office

Initiating License Application

3/9/2016 2:19:25 PM

License Number: 10166

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: GOOD LLC

Business License Number: 1033300

Designated Owner: Christian Hood

Email Address: akgoodcannabis@gmail.com

Latitude, Longitude: 64.810126, -147.755932

Physical Address: 1949 Frank Ave
Fairbanks, AK 99701
UNITED STATES

Owner #1

Owner Type: Entity

Alaska Entity Number: 10036394

Alaska Entity Name: Good LLC

Phone Number: 9073224962

Email Address: akgoodcannabis@gmail.com

Mailing Address: PO BOX 83091
Fairbanks, AK 99708
UNITED STATES

Affiliate #1

Owner Type: Individual

Name: Linda Lewis

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 4527609649

Email Address: linda_red@live.com

Mailing Address: 2535 Allen Adale Rd
Fairbanks, AK 99709
UNITED STATES

Affiliate #2

Owner Type: Individual

Name: Christian Hood

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-322-4962

Email Address: akgoodcannabis@gmail.com

Mailing Address: PO BOX 83091
Fairbanks, AK 99708
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:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Good LLC				
Premises Address:	1949 Frank Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	CHRISTIAN HOOD
Title:	OWNER

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☒☐

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

Marijuana Product Manufacturing Facility - 10165 (pending)
Retail Marijuana Store - 10164 (pending)
(AK Business License Number: 1033300)



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.

CH

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

CH

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

CH

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.

CH

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.

CH

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.

CH

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).

CH

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

CH

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.

CH

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.

CH

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

CH

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.

CH



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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

Initials

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

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

☐

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

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

☒

All marijuana establishment license applicants:

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

[Handwritten Signature]

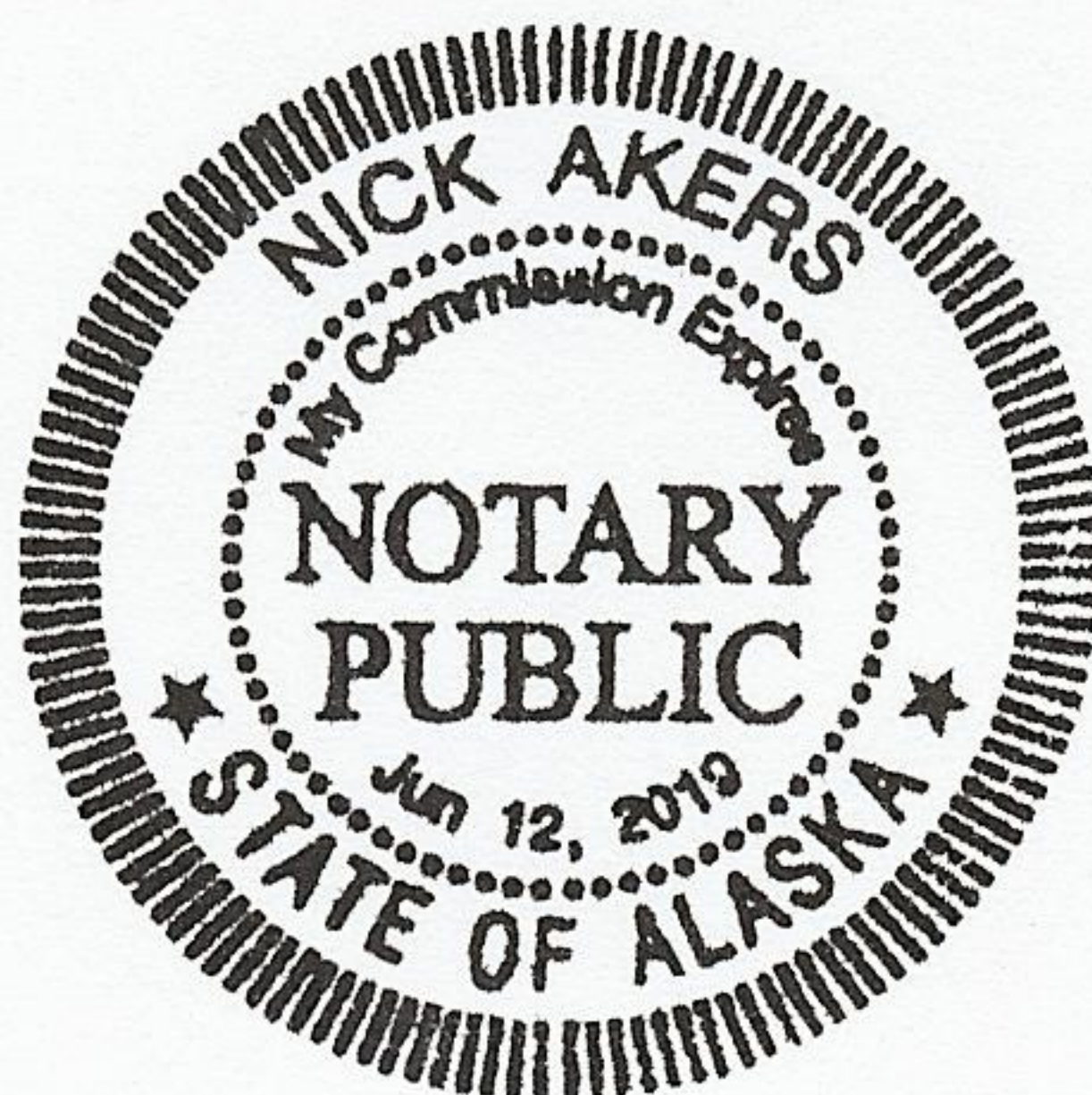
Signature of licensee

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

[Handwritten Signature]

Notary Public in and for the State of Alaska.

My commission expires: 6/12/19





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:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Good LLC				
Premises Address:	1949 Frank Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Linda Lewis
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☒ ☐

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

Marijuana Product Manufacturing Facility - 10165 (pending)
Retail Marijuana Store - 10164 (pending)
(AK Business License Number: 1033300)



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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

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

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

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

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

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

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

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

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

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

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

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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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.

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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:

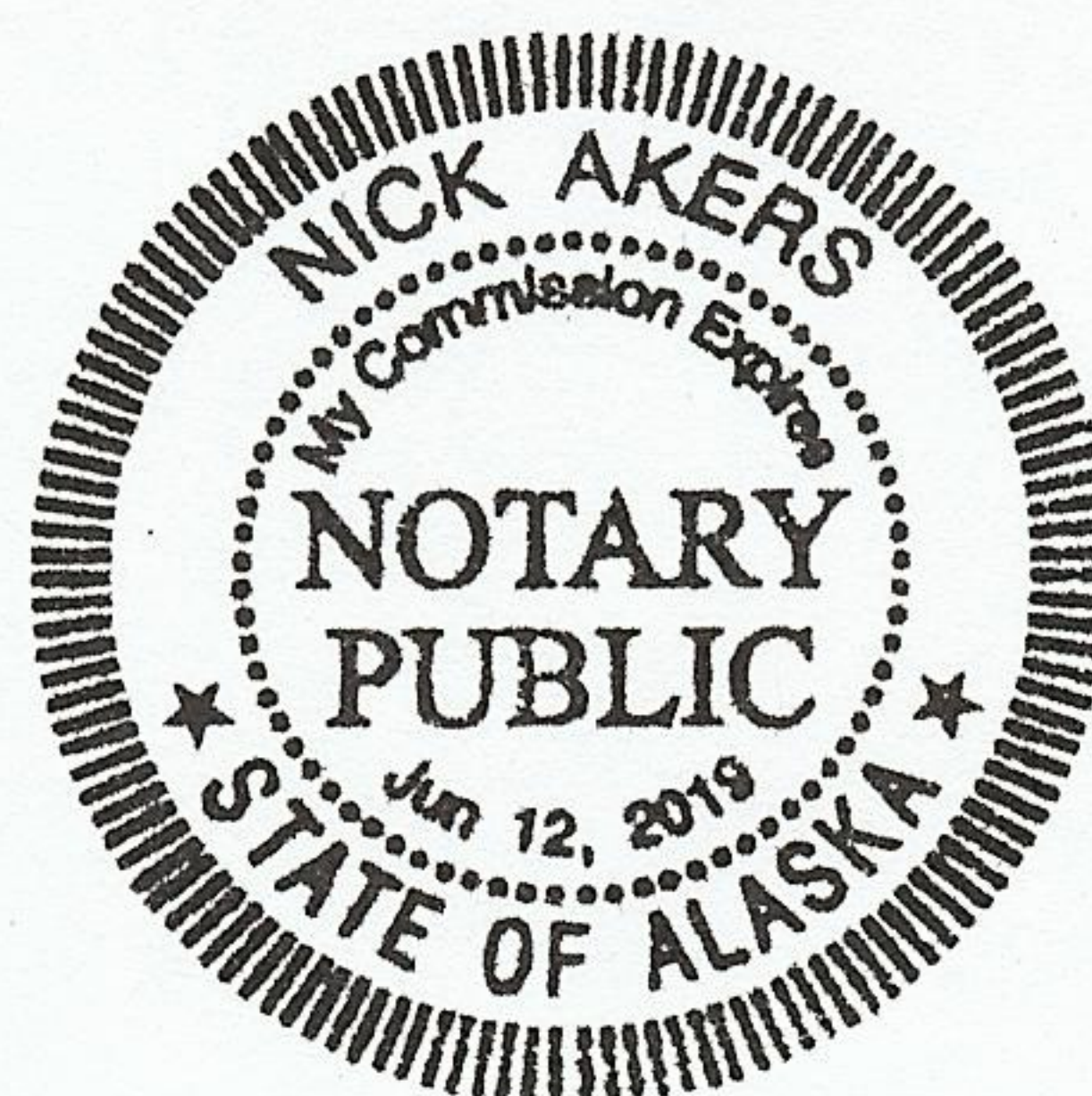
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of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

Signature of licensee

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

Nick Akers
Notary Public in and for the State of Alaska.

My commission expires: 6/12/19





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:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GOOD LLC				
Physical Address:	1949 Frank Ave				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:					
Email Address:	akgoodcannabis@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<div>MJ-00 MJ-01</div>
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OFFICE USE ONLY

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

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

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

What must be covered in an operating plan?

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

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

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

Section 1 – Establishment Information

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

Licensee:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Good LLC				
Premises Address:	1949 Frank Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

Mailing Address:	PO BOX 83091				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

Primary Contact:	Christian Hood				
Main Phone:	907-322-4962	Cell Phone:	907-322-4962		
Email:	akgoodcannabis@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 2 – Security**

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

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

Restricted Access Areas (3 AAC 306.710):**Describe how you will prevent unescorted members of the public from entering restricted access areas:**

The facility will operate from a non-descript, preexisting structure. GOOD LLC will secure and monitor access to the facility through the installation and use of a highly secured access control system. The access control system will be used to monitor and record the movement of personnel onto the site, into the building and throughout the facility, and selectively allow and prevent access to restricted areas, with the fewest number of cultivation agents (agent) authorized as necessary for operations. GOOD LLC will utilize a stand-alone surveillance system, including a combination of fixed, pan-tilt-zoom 180 degree and 360 degree cameras throughout the facility to provide continuous monitoring and surveillance.

Entry through a private entrance door and a minimum of two additional locked doors is necessary to reach any room where marijuana plants or product are present. All doors will be 18-gauge hollow metal with commercial-grade 1, commercial locks. Exterior doors and restricted access entries will be equipped with electric strike and electronic access hardware that automatically lock. Emergency door systems are connected to access control and alarms systems that will produce an audible alarm upon door opening. Inter-system connectivity will exist for alarm, access control and surveillance systems.

Architectural security elements include perimeter protections, Crime Prevention Through Environmental Design (CPTED), exterior site and building lighting, critical building services, entry vestibule control, parking operations, loading and shipping areas within the facility and space adjacencies. A high security fence will border the perimeter of the operational and loading areas with one access gate for all ingress and egress to the site, with the gate controlled via key FOB. Additional features include adequate security lighting, barrier delay countermeasures, metal mesh guards over HVAC openings, and landscaping, which will be maintained to easily detect unauthorized activity and prevent concealment.

GOOD LLC will require a recurring annual third-party security audit for the re-evaluation and analysis of all installed physical security.

Security measures to protect the premises and agents include identification badge policies and procedures, which will enhance the safety of the agents and the physical and financial assets of GOOD LLC. Badge issuance authority is assigned herein to management and it is established that each agent, contractor and visitor is responsible for the safekeeping of his or her badge. Agents are issued identification badges by GOOD LLC, which are required for entering and exiting the facility and while on the premises.

GOOD LLC's standard operating procedure will contain a visitor policy, which outlines procedures for visitor approval and recordkeeping. GOOD LLC has developed a Visitation Protocol, which is a set of identified policies and procedures that details requirements for visitor access to the cultivation facility. All visitors will be logged in and out of a digital visitor management system (VMS), which will be available for inspection by the Alaska Marijuana Control Board at all times. All outside vendors, contractors, and visitors will obtain an identification badge prior to entering a limited access area and will be escorted at all times by an agent authorized to enter the restricted access area. Agents are required to immediately report security breaches and incidents of non-compliance.

All visitors, including outside vendors, consultants, contractors, Alaska Marijuana Control Board representatives, representatives of an independent laboratory, and law enforcement officials will be required to comply with this Visitation Protocol as a condition of facility access. Unannounced visitors at any GOOD LLC facility are prohibited, except, when necessary to perform their governmental duties, Alaska Marijuana Control Board representatives and other designated officials acting in accordance with state and local laws and regulations. Visitor access will be rare and limited to only those that are absolutely necessary to conduct business.

All signage posted at the facility will be no less than 12" x 12", with lettering at least one-half inch in height in high contrast to the background of the sign, and will include 1) no less than five "NO LOITERING. Violators will be prosecuted." signs; 2) a sign that reads "RESTRICTED ACCESS. AUTHORIZED PERSONNEL ONLY."; which will be posted at the entrance and throughout the parking area; 3) no less than five signs throughout the site and premises that state, "NO TRESPASSING. VIOLATORS WILL BE PROSECUTED."; and 4) no less than five signs throughout the site and premises that state, "VIDEO RECORDING IN PROCESS. ALL VISITORS AND EMPLOYEES ARE MONITORED AT ALL TIMES."

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

Pursuant to 3 AAC 306.710, GOOD LLC will ensure that all areas of restricted access are marked by a sign that says "Restricted Access Area. Visitors must be escorted." GOOD LLC shall limit the number of visitors to not more than five (5) visitors for each licensee or agent of the licensee who is actively engaged in supervising those visitors. GOOD LLC will utilize a visitor access control and verification system that includes security measures to ensure when preauthorized visitors are admitted to non-public areas of the licensed premises they are logged in and out. A cultivation agent (agent) admitting a visitor to a non-public area on the premises of the licensed cultivation facility (facility) will utilize a digital visitor management system (VMS) to document the date and time of entry and egress of the visitor, the visitor's full name, photocopy of the visitor's government-issued identification card, a real-time photo of the visitor, the reason for visit, the escorting agent's identification card number and a signature of the visitor acknowledging the rules and regulations regarding their time on the licensed premises. All VMS records will be kept for a minimum of five (5) years in restricted access records storage on- and off-site. GOOD LLC will use VeriScan, an ID scanning and verification desktop and mobile solution, to verify the authenticity of photo ID cards presented to agents. An agent will also ensure that the identification meets all the standards, pursuant to 3 AAC 306.350. All visitor log records will be kept for a minimum of five (5) years in restricted access records storage located on and off-site. GOOD LLC will ensure that all visitors of the facility will sign in to the VMS and acknowledge they are subject to GOOD LLC policies and procedures conforming to rules and regulations in regards to being accompanied by the licensee or agent at all times while on the licensed premises. The VMS procedure strictly states that all visitors on the premises of the licensed cultivation facility will be continuously accompanied and supervised at all times by a trained agent who is the pre-assigned, authorized host. Unauthorized visitors and those visitors not following applicable rules and regulations will be asked to leave the premises immediately. If the visitor refuses, the visitor will be escorted off the premises by an agent. GOOD LLC's Security Director will assign an agent to supervise and escort the authorized visitor at all times. The assigned agent must confirm within the VMS that they will follow and comply with all rules and regulations to continuously visually supervise the authorized visitor. At no point in time will an agent lose visual sight from an authorized visitor.

Upon logging in, authorized visitors will obtain a visitor badge that will be worn on their person above waist level and visible at all times while on the licensed premises. The escorting agent will serve as escort until visitors are ready to exit the premises of the licensed facility. When exiting, the escorting agent is responsible for ensuring each visitor completes the visitor log sign out in the VMS and returns the visitor badge.

GOOD LLC will ensure visitors admitted to a non-public area of the premises will not touch any marijuana plant or product. Each authorized visitor on the premises of the facility will not be granted access to any room holding marijuana unless absolutely necessary, pursuant to GOOD LLC policy. The escorting agent assigned to the visitor is responsible for ensuring that all authorized visitors understand all applicable rules and regulations that prohibit all contact with any marijuana plant or product, with the visitor signing a statement acknowledging such. Each room containing marijuana plants or products will have doors equipped with a lockable shutter that can be open to observe room conditions and contents without the need to gain entry.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Pursuant to 3 AAC 306.720, GOOD LLC will utilize a digital visitor management system (VMS), which will integrate with the access control and surveillance systems and document the date and time of entry and egress of the visitor, the visitor's full name, photocopy of the visitor's government-issued identification card, a real-time photo of the visitor, the reason for visit, the escorting cultivation agent's (agent) card number and a signature of the visitor acknowledging rules and regulations regarding their time on the licensed premises. The VMS will import agent card lists and photos from the access control system on an automated, scheduled basis to populate a support vector machine employee host list and record in the OnGuard system for all check-ins and check-outs. GOOD LLC will ensure that all logs and records related to visitor access to non-public areas will be securely stored and maintained for a minimum of five (5) years. To ensure the safety of all logs and records, GOOD LLC will keep duplicative copies of documents on and off-site in restricted access digital storage. GOOD LLC will ensure these records can be made available to the Alaska Marijuana Control Board and law enforcement immediately upon request.

All agents are required to comply with GOOD LLC policies and procedures when a visitor arrives at the facility. Each visitor will be required to identify themselves, explain the reason for their visit, and confirm which GOOD LLC representative is expecting a scheduled visit. If it becomes clear that the visit was unannounced or unauthorized, the visitor will be asked to leave the premises and law enforcement will be contacted if the individual refuses to leave. Once a visitor answers each inquiry adequately, the Cultivation Manager will be required to review all necessary information and approve authorization for entrance. When cultivation authorization has been approved by the Cultivation Manager, an agent will be assigned to escort the visitor at all times. The assigned agent will not lose visual contact with the visitor. Each visitor will be required to provide a valid government-issued identification card, which will be scanned using a VeriScan device and logged into the VMS. An agent will be required to verify that the valid government-issued identification card matches the visitor, the government-issued identification card is not expired, and ensure the authenticity of the government-issued identification card.

An agent will issue a visitor badge to an authorized and approved visitor and instruct each visitor to wear the assigned badge around their neck in a manner that ensures the badge is visible at all times. Before issuance of the badge, an agent will firmly explain that the badge is property of GOOD LLC and must be returned before leaving the premises.

Each agent is required to document all interactions with visitors. An agent will record in the VMS, the date and time a visitor was authorized for an escorted visit at the facility, visitor name, visitor badge number, explanation and reason for visit, and visitor signature confirming all information is accurate and correct. The authorizing agent will verify and sign within the VMS confirming all visitor information has been properly documented in accordance with GOOD LLC's recordkeeping policies and procedures. Confirmation includes acknowledging responsibilities associated with escorting an authorized and approved visitor through the GOOD LLC's facility. Upon the visitor leaving the premises, the escorting cultivation agent will record the time out within the VMS and collect the visitor badge prior to the visitor leaving the cultivation facility. VMS records will be stored in a secure location on and off-site for a minimum of five (5) years. VMS records shall be made available to regulating authorities or law enforcement upon official request.

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

Pursuant to 3 AAC 306.710, GOOD LLC cultivation agent (agent) badges will be required to be displayed at all times while the employee is on the licensed premises. The agent's badge will include a full color photograph of the employee, first and last name, position title, internal identification number, issue date, and be color-coded to designate access level of the employee. The agent badge will also serve as a key FOB controlled by the access control system, which will restrict access based on employee's access rights granted by management. The access control system will contain all personal employee information, including all identifiers issued by the Alaska Marijuana Control Board.

See attached operational plan for sample identification badge.



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:

Pursuant to 3 AAC 306.715, GOOD LLC will install security lighting within facility, at entry and egress points and around the building and site perimeters, such that surveillance footage recorded will provide clear images that are useful to law enforcement. Intruders will be discouraged from attempts to gain access to the cultivation facility through proper illumination at entry points, making detection much more likely. Light glare will be directed outward toward the direction of a would-be intruder. Fixtures will be high-lumen, vandal-resistant and will be installed high and out of reach. Redundancy and lamp overlap will be provided so that a single lamp outage does not result in a dark spot vulnerable to intrusion. Enhanced security lighting will avoid light that is "too bright" and creates blinding glare or deep shadows. LED lights will be used due to their reliability and whiteness in color, aiding in clear video identification. All security lighting will be equipped with an internal auxiliary 48-hour battery backup power supply and will be connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies.

Light trespass will be limited so as not to interfere with vehicular traffic, neighbors, and adjacent properties. Security lighting will illuminate all exterior areas of the facility site, including pedestrian or vehicular entrances, the perimeter fence line, the exterior of the building, and parking areas and will be installed in accordance with the following light levels on the horizontal plane at ground level:

1. Perimeter of outer area - 0.2 foot candles (fc)
2. Perimeter restricted area - 0.4 fc
3. Vehicle entrances and access control point - 5.0 fc
4. Parking lots - 2.0 fc
5. Pedestrian entrances - 2.0 fc
6. Area between building and fence - 1.0 fc
7. Sensitive inner structures - 1.0 fc
8. Entrances and active - 10.0 fc
9. Open yards - 2.0 fc

GOOD LLC will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. All cameras will be high-definition and low light capable with a minimum resolution of D1 and a minimum light factor requirement of 0.7 Lux with a recorded image frame rate of 30 fps during alarm or motion-based recording. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity.

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

Pursuant to 3 AAC 306.715, GOOD LLC will ensure the integrated security access control, surveillance and intrusion alarm detection systems are continuously monitored and functional at all times. All alarm points will be armed 24-hours, 365 days per year and monitored by a UL2050 central station via a GSM connection. The alarm operator will contact authorized users who are on the call list and, as necessary, law enforcement to report all alarm conditions. Surveillance cameras will record all building and site perimeter areas, entrances and exits to the premises, and 100% of interior floor space with the exception of restrooms and locker rooms.

GOOD LLC will ensure the security system will monitor smoke and fire detection and all detectors will be installed in accordance with regulations established in National Fire Protection Association 72 and will detect one or more elements of combustion, heat, invisible smoke particles, and water vapor. Detectors will connect to an automatic fire alarm system integrated with the security system. Upon detection of smoke or fire the audible alarm and secure notification system will activate automatically.

GOOD LLC will ensure the integrated security system will be capable of detecting power loss and remaining operational in the event of power supply deficiencies. Security systems will be equipped with an internal auxiliary 48-hour battery backup supply and will be connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies. The secure notification system will alert the Security Director upon detection of a power loss.

An intrusion alarm system will protect the cultivation facility and is described herein, pursuant to 3 AAC 306.715. Cultivation agents will be trained by the Security Director on the use of the intrusion alarm system, including arming and disarming the alarm system, the armed settings, the location of motion and wired door sensors, the location of fixed panic alarm buttons, and accidental activation procedures. The intrusion alarm system will, at a minimum:

Provide coverage of all entrances and exits and sensitive interior spaces, including the secure product storage room;

A silent panic alarm, which is activated by a button, connected to the intrusion system, and signals a life threatening or emergency situation requiring law enforcement response;

Include an audible intrusion alarm, signaling a break in or unauthorized entry, which contacts the Security Director and/or management personnel when the alarm is triggered and, if not triggered by accident, subsequently notifies local law enforcement;

Include a notification system, which provides an audible, text, and visual notification of facility power failure and alerts the Security Director immediately via text message;

Includes a notification system that alerts the Security Director by text message if any emergency exit door is opened; and

Have the ability to remain operational during a power outage and ensure all access doors and wired door sensors are not solely controlled by an electronic access panel, such that maglocks and wired door sensors remain operational during power outage.

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:

Pursuant to 3 AAC 306.715(b)(2), the security intrusion alarm detection system (IDS) will protect the cultivation facility by providing coverage at all perimeter entry points and portals, which will be armed and monitored 24-hours, 365 days per year by a UL 2050 certified central station. All exterior entry doors will be provided with card access, with a valid card reader that will shunt the alarm for authorized entry. The IDS will each be equipped with an internal auxiliary 48-hour battery back-up power supply that is connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies.

The Honeywell Intrusion Alarm system and Honeywell GSM Communicator are the core components of the intrusion alarm system to be installed in the cultivation facility location. A number of sensors will be installed and integrated with the system. Acoustic glass break detection sensors will be installed at all window locations and will alarm if glass is broken. Wired door sensors will be installed on all entrances and exits to the building, including emergency exits. In addition to the wired door sensor, each emergency exit will be equipped with a Trident anti-pry multi-point locking device and will produce an audible alarm any time the door is opened, whether the intrusion alarm system is armed or disarmed. The alarm system will be triggered if any perimeter door is opened while the system is armed, and the status of all perimeter doors (i.e., open or closed) can be remotely monitored by the Security Director while the system is unarmed. Passive infrared motion sensors will be installed in all hallways and sensitive interior spaces in the cultivation facility.

The system includes an audible intrusion alarm and a secure and continuously monitored notification system. The UL2050 central station will notify the assigned personnel about each alarm received and contact the police department as required. Each person on the call list, led by the Security Director, will be required to provide a password to the alarm-monitoring operator. The IDS will communicate via Honeywell GSM communicator. Select cultivation agents will be trained to use the IDS that will be integrated into the access control system alarm monitoring software. The building floor plan will be imported into the alarm monitoring system showing the exact location of all alarm points. Each alarm has surveillance camera coverage to augment the overall security posture- providing security in-depth. The system will be continuously evaluated and improved upon as technologies and best practices improve.

The Honeywell Intrusion Alarm system has two different armed settings. The "stay" setting arms perimeter entry and exit doors, but not motion sensors. If the intrusion alarm system is set on "stay", the alarm will be triggered if any perimeter door is opened, but movement within the facility will not prompt alarm activation. This setting allows personnel to secure the building's perimeter from intruders yet remain able to move about the interior of the building to conduct work activities without triggering the alarm on the basis of motion. The "away" setting arms perimeter entry and exit doors as well as motion sensors. When the intrusion alarm system is set on "away", as it will be each evening when all personnel leave the premises, the alarm will be triggered if any perimeter door is opened and if any motion is detected in the building's interior.

Whether set on "stay" or "away", when the intrusion alarm is triggered, an audible alarm will sound and the Honeywell GSM Communicator will deliver a signal to the network control center. The network control center will contact the Security Director to investigate the cause of the alarm, and if the person contacted cannot explain the cause of the alarm, local law enforcement will be contacted immediately to investigate the potential intrusion.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Pursuant to 3 AAC 306.715(c), GOOD LLC will employ a series of training requirements that all cultivation agents (agents) must complete in order to ensure best practices related to product security and to mitigate the potential for the diversion of marijuana. GOOD LLC will train all agents on security provisions as part of the Anti-Diversion Plan, including the comprehensive loss prevention and anti-diversion strategy to ensure marijuana produced by GOOD LLC is only dispensed to approved customers. GOOD LLC will implement policies and procedures concerning breaches in product security in all stages of product inventory, intake, processing, packaging, storage and delivering. The Internal Compliance Committee is responsible for ensuring all standard operating procedures are reviewed by subject matter experts at least annually for accuracy and adherence to compliance and best practices.

The Security Director and the Compliance Committee are responsible for developing and implementing training modules related to anti-diversion. Agents are required to complete and pass a series of tests, complete a biannual training course administered by the Compliance Committee, and continuously receive up-to-date training provided by other managers and, if necessary, third-party trainers, to encourage and practice industry best standards related to detecting, preventing, investigating and reporting theft and diversion. Specialized areas of training provided by other managers or third-party consultants will be determined by the Executive Management Team. No agent or consultant may work on-site at the cultivation facility prior to receiving orientation training or when any required critical training is two weeks or more past due. Security provisions and related training will be continuously evaluated and improved to ensure curricula is updated, consistent and thoroughly covers the strategy. Training will be tailored to the roles and responsibilities of the job function of each cultivation agent.

Among security provisions relating to the strategy, supply-chain security is a top priority of GOOD LLC and a primary job duty of all agents, reinforcing a Good LLC-wide culture of responsibility. GOOD LLC policy requires control and security over inventory, the creation of strict divisions of duties and implementation of oversight procedures developed by management to prevent opportunities for diversion. Inventory management best practices will be implemented to reduce the potential for diversion and include: the identification of inventory levels and supply needed to sustain demand; understanding fully the product storage, packaging and dispensing processes in a given area; working across finance, clinical, manufacturing, general operations and supply chain to determine how pricing affects procurement and demand; identifying strong partnerships for consistent procurement and distribution of products; implementing processes and technology that give supply chain visibility every area of overlapping operations; removing expired inventory from facility; creating an environment that supports performance monitoring, and sets and measures realistic goals; the creation of metrics to identify trends in product and process performance; monitoring supply usage and output on a regular basis; working through excess inventories; and using Lean Six Sigma's Define, Measure, Analyze, Improve and Control (DMAIC) principles to cut down on waste and improve operational processes relating to inventory management and supply chain.

GOOD LLC will train and educate agents on detecting losses or diversions caused by either internal or external parties with direction on observation, identification and documentation of activities related to losses or diversion. Agents will be trained to identify indicators of diversion, including: splitting of orders, deviations from Good LLC policies and procedures, suspicious behavior, exterior site surveillance, and other indications of planned diversion. Agents will be trained on determining whether activity or incidents constitute an emergency or a non-emergency response procedure, how to act upon all necessary and responsible actions, and to follow the directions of supervisors, emergency responders, and other authority figures. Agents will report any suspicion of theft or diversion to the Compliance Committee immediately as a condition of employment. Training on security provisions relating to the strategy include inventory management and control, using the Automated Data Processing System (ADPS) for inventory tracking, audit and verification, ensuring proper packaging and labeling, and following security protocols. Agents must also participate in situational role-playing developed and implemented by the Security Director to thoroughly mimic the variety of possible product diversion incidents.

See attached operating plan for further details.

Describe your policies and procedures for preventing loitering:

Pursuant to 3 AAC 306.715, GOOD LLC will post signs around the facility that are no less than 12" x 12", with letters at least one-half inch in height in high contrast to the background of the sign, which will read, "NO LOITERING. Violators will be prosecuted." The signs will be located on the exterior of the cultivation facility, in the parking area, and at all entry points.

All cultivation agents (agents) will be trained to identify suspicious activity and loitering and anyone loitering will be asked immediately to leave. Every agent is responsible for reporting suspicious activities and persons to their designated manager, who will notify law enforcement when a potential risk is identified. Should the person leave before the law enforcement officer's arrival, the manager will note the time to retrieve surveillance records, and record a description of the suspect and his/her vehicle for possible police use. Examples of suspicious activity could involve coworkers, customers, vendors or unknown persons and include any persons monitoring business operations; persons asking about closing times, volume of business, the amount of money on hand, etc.; persons who appear to loiter in the area examining the business layout and operations; and persons waiting for a lull in activity.

GOOD LLC will install security lighting within facility, at entry points and around the building and site perimeters, so that surveillance camera footage will provide clear images that are useful to law enforcement. Fixtures will be high-lumen, vandal-resistant and will be installed high and out of reach. Redundancy and lamp overlap will be provided so that a single lamp outage does not result in a dark spot vulnerable to intrusion. Enhanced security lighting will avoid light that is "too bright" and creates blinding glare or deep shadows. LED lights will be used due to their reliability and whiteness in color, aiding in clear video identification. All security lighting will be equipped with an internal auxiliary battery backup power supply and will be connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies.

GOOD LLC will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. All cameras will be high-definition and low light capable with a minimum resolution of D1 and a minimum light factor requirement of 0.7 Lux with a recorded image frame rate of 30 fps during alarm or motion-based recording. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity.

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:

Pursuant to 3 AAC 306.715, GOOD LLC will implement additional security devices, including motion detectors, duress, panic, and hold up alarms, and other devices to enhance the security of the cultivation facility. GOOD LLC will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. All cameras will be high-definition and low light capable with a minimum resolution of D1 and a minimum light factor requirement of 0.7 Lux with a recorded image frame rate of 30 fps during alarm or motion-based recording. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity.

The video surveillance recording system at the premises will operate 24-hours a day, 365 days a year, will be equipped with an internal auxiliary 48-hour battery backup supply and be connected to an onsite natural gas generator that immediately activates upon power loss. The Security Director will be automatically notified upon power loss and ensure that all backup systems are functioning as intended. The motion-activated video surveillance recording system will provide a date and time stamp for every recorded frame. During alarm conditions the surveillance system will record real-time at 30 frames per second. Archive video will be watermarked to ensure authentication of video. The Security Director will regularly review to ensure the embedded date and time stamps are accurate in the system.

GOOD LLC will ensure the security alarm system will include panic alarm devices mounted at convenient, readily accessible locations throughout the licensed premises. Panic alarm devices will be located in the secure product storage, administrative areas, in close proximity to heavy traffic areas within the licensed premises, throughout corridors and in designated safe harbor rooms as determined by the Security Director and GOOD LLC security consultants based on the results of a risk analysis, threat assessment, and a vulnerability assessment. Management level cultivation agents (agents) will also be equipped with personal panic alarm devices on a lanyard to carry on their person at all times while on the licensed premises. All panic alarm devices will be monitored by the UL 2050 central station. The UL2050 alarm monitoring instructions will be to contact law enforcement immediately upon receiving a panic alarm.

All panic alarm devices trigger the security intrusion system, silently allowing agents to discreetly contact the Security Director and local law enforcement agencies in midst of a life-threatening or serious emergency situation. The security alarm system includes an audible intrusion alarm, a mobile application for remote monitoring, and a secure notification system. The audible intrusion alarm will signal unauthorized entry and contact the Security Director when the alarm is triggered and, if not triggered by accident, subsequently notifies local law enforcement agencies. Local law enforcement agencies will be contacted in accordance to the Underwriters Laboratories, Standard for Installation and Classification of Burglar and Holdup Alarm Systems Section 681.

All agents will be trained on the proper use of panic alarm devices, which may only be used in the event of a life-threatening or serious emergency situation. Facility maps will be mounted throughout the cultivation facility showing the location of panic alarm devices to familiarize agents with their locations. Periodically, the Security Director will initiate random and unannounced mock security breach exercises in tandem with the UL2050 central station to test agent response to alarm initiation.



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:

Pursuant to 3 AAC 306.715, GOOD LLC will employ a series of standard operating procedures, training modules, and best practices to ensure staff safety, product protection, and facility security. GOOD LLC will train all staff on security provisions, including, but not limited to, premises, transportation and organization security, the comprehensive loss prevention and anti-diversion strategy, access control, inventory control, unpredicted alarm notifications to law enforcement, security breaches, and use of the electronic alarm, and video surveillance security systems.

GOOD LLC policy requires the implementation of strict organizational security measures and controls. The Security Director, Compliance Committee, and other members of the Executive Management Team will receive training. Training will be tailored to the roles and responsibilities of the job function of each agent. New agent orientation includes a summary overview of all training modules and a review of the Onboarding and Training Manual (O&T Manual). The O&T Manual provides in-depth information on facility security policies and procedures and outlines mandatory training, including Good LLC security provisions and the loss prevention and anti-diversion strategy. Each agent must receive, read, and acknowledge their understanding of the material covered in the O&T Manual.

As a condition of employment, all staff are required to report any suspicious activity or security concerns to the Security Director immediately. Additionally, all staff are responsible for following standard operating procedures during the event of an automatic or electronic notification system alert to local law enforcement. Security provisions and related training will be continuously evaluated and improved upon to ensure curriculums are updated, consistent and thoroughly cover all policies and procedures.

GOOD LLC understands it will operate in a high-security environment and the safety and security of all cultivation agents (agents) is of primary concern. Internal and external security threats to GOOD LLC exist relating to physical, cyber and procedural security in all phases of operations. It is the responsibility of every employee to aid in the security of the facility through prevention, awareness, reporting, and responsible incident management. It will be the responsibility of the Compliance Committee in collaboration with the Security Director to develop and maintain security measures and policies and procedures intended to deter and prevent unauthorized entrance into the premises, with a focus on areas containing marijuana products, as well as theft or diversion.

The Security Director will train all staff to activate and deactivate the intrusion alarm system in the event of an unpredicted security breach. Support agents and any contractors will not be authorized to activate or deactivate the system, and will not be provided the system code. The Security Director will only provide the system code and instructions for activation and deactivation to the necessary personnel, which will generally be restricted to the Cultivation Manager, select cultivation facility assistant managers, members of the Executive Management Team, and the Security Director. In addition, agents will be trained on the use of panic alarm buttons mounted at convenient, readily accessible locations throughout the licensed premises. Cultivation agents will also be provided with additional panic alarm devices, which may be worn on lanyards and used to set off a silent alarm in an emergency situation.

Agents must also participate in situational role-playing developed to thoroughly mimic the variety of possible security breaches and incidents. The role-playing training takes place inside the facility where the Committee will act out security threats to ensure staff is informed and prepared to respond appropriately. All agents will be trained by the Compliance Committee, in coordination with the Human Resources Manager, as well as any other relevant management personnel, and must continually demonstrate a working knowledge of training materials as a condition of employment. In the event that an unauthorized security breach signals an automatic or electronic notification systems alert and a local law enforcement agency is contacted, all staff must follow GOOD LLC's security provisions, policies, and procedures and act accordingly to the simulated role-playing training as part of staffing and training requirements.

GOOD LLC's policies ensure that all unauthorized breaches will be recorded and documented appropriately. A summary of the unauthorized breach providing a general description of events, approximate timelines, the parties involved, resolution of the emergency, external notifications required and recommendations for prevention and remediation will be developed immediately after a breach. Additionally, a description of emergency events indicating specific timelines, persons involved, hours spent on various activities, impact to affected parties, ensuing discussions, decisions and assignments made, problems encountered, successful and unsuccessful activities, notifications required or recommended, steps taken for containment and remediation, recommendations for prevention and remediation (short-term and long-term), identification of policy and procedure gaps, results of post-emergency review will be executed by all relevant staff.

Video Surveillance (3 AAC 306.720):

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

Video surveillance and camera recording system covers the following areas of the premises:	Yes	No
Each restricted access area and each entrance to a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Both the interior and exterior of each entrance to the facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each point of sale area	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input checked="" 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 checked="" 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:

Pursuant to 3 AAC 306.720, GOOD LLC will ensure the integrated security access control, surveillance and intrusion alarm detection systems are continuously monitored and functional at all times. All alarm points will be armed 24-hours a day, 365 days a year and monitored by a UL2050 central station via a GSM connection. The alarm operator will contact authorized users who are on the call list and as necessary law enforcement to report all alarm conditions. Surveillance cameras will record all building and site perimeter areas, entrances and exits to the premises, and 100% of interior floor space with the exception of restrooms and locker rooms. All systems will have an internal auxiliary 48-hour battery backup supply and will be connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies. GOOD LLC will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. All cameras will be high-definition and low light capable with a minimum resolution of D1 and a minimum light factor requirement of 0.7 Lux with a recorded image frame rate of 30 fps during alarm or motion-based recording. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity. Pre and post record for 15 seconds will occur for such an alarm. Doors into these areas will all have access control that determines who and when these doors can be entered. Only vetted and authorized personnel will have access to these areas.

GOOD LLC's security surveillance system will be configured to capture all entrance to and exits from the facility, including loading dock entrances, at a distance no less than 20 feet from the perimeter of the licensed premises. Each camera will be mounted, providing a full profile view a person who exits through an alarmed door or through forcible entry from the outside. The camera system will have video loss detection and will alarm if the camera view is blocked. The surveillance system will integrate with the associated door alarm. If a door is opened, the security system will alarm and the camera system will record at 30 fps the first 15 seconds of video prior to and after the alarm. These system images will be high resolution and provide detailed facial images and other characteristics such as hair color, clothing type and height. Site entrance and loading dock cameras will capture vehicle make, model and license plate number.

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:

Pursuant to 3 AAC 306.720, GOOD LLC will ensure all security system equipment and recordings are maintained in a secure location so as to prevent theft, loss, destruction and alterations. The monitors and DVRs used for on-site video surveillance viewing and storage will be located in a restricted access security enclosure within the DVR and Records Storage Room, protected by an access control card reader on the door that allows only a limited number of authorized persons, including the Security Director, to gain access. Access to the DVR and Records Storage Room where all surveillance equipment and on-site recordings are located will be limited to personnel who are essential to surveillance operations, law enforcement officials as necessary, security system service personnel, the Alaska Marijuana Control Board and other persons authorized by the Alaska Marijuana Control Board.

A list of currently authorized GOOD LLC personnel and service personnel that have access to the DVR and Records Storage Room will be available to the Alaska Marijuana Control Board upon request. Any authorized third-party who must access the DVR and Records Storage Room must be escorted by the Security Director or his/her designee at all times. All access to the DVR and Records Storage Room will be recorded on camera and by the access control system, and all access to the DVR lock box will be recorded on the Surveillance System Access Log. Surveillance footage of access to the restricted access DVR and Records Storage Room will be maintained separately off-site, which adds an extra layer of protection and ensures that if all on-site surveillance recordings are destroyed, the Security Director will still have access to security room surveillance footage for the purpose of investigation. In accordance with 3 AAC 306.720(e), the video recordings will be available to the Alaska Marijuana Control Board for no less than 40 days in a format that can be easily accessed for viewing.

All recordings on local hard drives will be wiped seven times (the NSA Standard) prior to disposal and any DVDs will be destroyed. Onsite surveillance equipment will be stored in a locked, tamper-proof compartment inside the DVR and Records Storage Room, with access only provided to the executive management team and the Security Director.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

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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

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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

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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

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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

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

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Records related to advertising and marketing

☐ ☐

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

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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

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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

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:

Pursuant to 3 AAC 306.755, in addition to the restricted DVR and Records Storage Room on-site the licensed premises, all records pertinent to the operation of the cultivation facility, including but not limited to, those related to production operations, compliance, security, cultivation agents, inventory, transportation, recall and withdrawal, and analytical testing, will be stored as duplicates at a secure, off-site storage location, which will be protected by the primary security alarm system the second, independent security alarm system. Many records related to inventory tracking, transportation and distribution will also be digitally maintained by the cloud-based automatic data processing/point-of-sale system. All required records will be retained for at minimum five (5) years and will be made available to the Alaska Marijuana Control Board immediately upon request. Secure records storage areas can only be accessed by the Executive Management Team and the Security Director.



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

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

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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:

Pursuant to 3 AAC 306.730, the Inventory Manager is assigned responsibility for oversight of all inventory management activities and for implementing and enforcing the contained policies and procedures. It is established that the Cultivation Manager will ensure the cumulative inventory of seeds, plants and usable marijuana reflects the projected needs of customers. The Cultivation Manager and Inventory Manager will work collaboratively to assure that inventory is tracked from seed to sale, counted and recorded at required intervals, and that any discrepancies are reported to the appropriate authorities. GOOD LLC has selected a marijuana-industry-specific automatic data processing/point-of-sale system, MJ Freeway, as the electronic inventory control system for marijuana and marijuana products. MJ Freeway will be used for inventory management and control purposes in the cultivation facility in accordance with 3 AAC 306.730. MJ Freeway is able to create a PDF, exported inventory record that is to be consolidated and can be submitted to the state inventory tracking program, METRC. The Inventory Control Manager will reconcile any inventory each morning before beginning any work at the cultivation facility and again in the evening before leaving the facility for the day.



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

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

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

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

Pursuant to 3 AAC 306.425, GOOD LLC will ensure that each cultivation agent (agent) who is required or permitted to be physically present at the licensed premises at any time will obtain a marijuana handler permit from a licensed marijuana handler class before being present or employed at COMPANY's licensed premises. The cultivation facility will also ensure that the marijuana handler permit card is in the person's immediate possession or a valid copy is on file on the premises at all times while the employee is present. The marijuana handler permit class, as detailed in 3 AAC 306.700(b), will ensure that the employee will know the effects of consumption of marijuana and marijuana products, how to identify a person impaired by consumption of marijuana, how to determine valid identification, how to intervene to prevent unlawful marijuana consumption, and the penalty for an unlawful act by a licensee, an employee, or an agent of a marijuana establishment.

Pursuant to 3 AAC 306.700, GOOD LLC developed written standard operating procedures to promote Good Growing and Handling Practices. GOOD LLC will leverage its tenured team of professionals and subject matter experts to refine and implement these standard operating procedures and use them as a foundation for training all registered grower agents. The Compliance Committee is responsible for ensuring all standard operating procedures are reviewed by subject matter experts at least annually for accuracy and adherence to compliance and best practices.

The Compliance Committee and the Executive Management Team developed a set of standard operating procedures and minimum qualifications for each person to meet or exceed to be considered for employment at GOOD LLC. Qualifications will be based on job level, job duties, and job responsibilities. GOOD LLC's policies require that each position to have a unique set of requirements for experience, education, and professionalism. GOOD LLC will reevaluate qualifications for job positions based on industry standards, best practices, and new regulations. Consultant and third-party advisor may be utilized to further develop qualification standards.

GOOD LLC will employ a series of training requirements that all agents must complete in order to ensure a full understanding of GOOD LLC policies and standard operating procedures, as well as other laws and regulations pertinent to the agent's responsibilities. Training is a critical component of GOOD LLC's cultivation operations. GOOD LLC will train all agents as required to perform job duties and functions safely and in compliance with applicable laws and regulations. GOOD LLC employs a strategy of module-based training, with each module covering a single topic in-depth for general training or for job-specific training and will be tracked and documented for reporting and management purposes. The Human Resources Manager and Compliance Committee are responsible for the development and implementation of an overall Training Plan, including specific training modules related to GOOD LLC policies and procedures related to each agent position. Agents are required to complete and pass a series of tests, complete a biannual training course administered by the Compliance Committee, and continuously receive up-to-date training provided by other managers and if necessary, third-party trainers, to encourage and practice industry best standards related to GOOD LLC policies and procedures. Subject matter experts will review all GOOD LLC standard operating procedures at least annually for revision and continuous improvement.

GOOD LLC orientation for new agents will include a summary overview of all training modules, which include: compliance, regulation, and law; standards of conduct and reasons for dismissal; agent's role in GOOD LLC's overall operations, marijuana science and GOOD LLC's commitment to science-based operations; cultivation safety; cultivation security; emergency management; the agent's role in inventory management and diversion prevention; recordkeeping; controlled access management; sanitation and hygiene; quality assurance and quality control; recall and withdrawal; marijuana cultivation methods; propagation and cloning; plant care; cultivation environment; methods of fertilization; the nutritional requirements of marijuana plants at various growth stages, including without limitation, proper mixing and application of nutrients, irrigation practices, and signs of nutrient deficiencies and toxicities; the methods for recognizing and treating insect infestation and disease in marijuana plants and the procedures for responsible eradication and the safe disposal of plants and products affected; room care; the safe handling of equipment, including without limitation, lamps, electrical ballasts, pumps, fans, cutting implements, and other equipment for cultivation; harvest and post-harvest processing; and GOOD LLC's focus on quality operations and preventing product contamination.



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

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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:

Pursuant to 3 AAC 306.740, GOOD LLC developed written standard operating procedures to promote good growing and handling practices, including all aspects of waste products, and the control thereof. GOOD LLC will leverage its tenured team of professionals and subject matter experts to refine and implement these standard operating procedures and use them as a foundation for training all registered grower cultivation agents. The Compliance Committee is responsible for ensuring all standard operating procedures are reviewed by subject matter experts at least annually for accuracy and adherence to compliance and best practices. The Cultivation Manager, in conjunction with the Compliance Committee and Inventory Manager, will implement a Waste Disposal Plan that is fully compliant with the Alaska Marijuana Control Board regulations and local laws. The Waste Disposal Plan will incorporate Good Agricultural Practices, Good Handling Practices and Good Manufacturing Practices to ensure product safety and adherence to best practices of traditional agricultural, manufacturing and pharmaceutical operations. All green waste generated from normal cultivation facility activities, excess production, contamination, adulteration, product expiration, or lack of suitability for human consumption will be securely stored, rendered unusable, and disposed of in an approved manner. GOOD LLC will implement best practices to streamline effective and responsible waste disposal procedures in an effort to prevent unauthorized diversion, misuse, product loss, or environmental contamination. GOOD LLC will not produce or maintain quantities of marijuana in excess of what is needed for normal, efficient operation and to meet the needs of customers. Prior to disposal, green waste will be securely stored in a locked compartment that is located in an area under video surveillance and kept quarantined from all usable marijuana products and marijuana plants in order to prevent contamination. Prior to disposal, marijuana waste will be rendered unusable and returned to the secure storage location immediately after being rendered unusable. After being rendered unusable, mixed marijuana waste will be securely stored until it is transported by a local compost Good LLC, who will remove all destroyed green waste mixture from the licensed premises on a weekly basis for disposal by composting. The secure area used for the storage and mixing of marijuana waste will be securely locked and protected from unauthorized entry, other than during the time required to move or render marijuana unusable, or prepare mixed waste for transport to the specified disposal facility. Green waste will be stored and disposed of in a manner that: minimizes the development of odors that could present a public nuisance; minimizes the potential for such waste to attract, harbor, or become a breeding place for pests; protects against contamination of marijuana, contact surfaces, other areas of the licensed premises, water supplies, site grounds; and prevents diversion, theft, or loss of marijuana waste; and ensures traceability through internal documentation and real-time electronic tracking in the automatic data processing/point-of-sale system. The cultivation facility will produce quantities of sewage waste consistent with a facility with a similar size staff. The adequacy of the plumbing system will assure that no sewage or other liquid waste will contaminate areas surrounding the cultivation facility or the potable water line. GOOD LLC will not produce toxic wastewater or runoff during the cultivation of marijuana. All wastewater and runoff will be recycled and reapplied into the irrigation cycle. This goal will be achieved through the successful collection of all runoff water generated during cultivation facility operations and the processing of this runoff water through proper filtration and reconditioning procedures that will ensure impeccable water quality prior to reapplication. To help ensure all runoff water is kept clean of contaminants prior to recycling and reapplication, GOOD LLC will use organic supplementary resources whenever possible. Organic supplementary resources will aid in efforts to eliminate exposure to harmful pesticides, synthetic additives, and the creation of toxic wastewater. Backflow prevention devices will be installed on all incoming water sources to protect against contamination from cultivation waste. The cultivation facility Cultivation Manager will also ensure that any spills are cleaned up immediately, runoff is reduced, and irrigation is adjusted to reflect plant needs in an effort to reduce water consumption, and ultimately, water waste. These water preservation efforts extend to ensure the safety of employees, consumers and the environment.

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

Pursuant to 3 AAC 306.740, GOOD LLC will ensure all green waste is weighed and documented in the system prior to being transferred to the Secure Waste Storage. All green waste will be ground, rendered unusable and incorporated with non-marijuana, compostable waste until the mixture contains less than 50% marijuana plant material. Non-marijuana compostable waste used will primarily be used media (cocoa fibers, earthworm castings, etc) used to grow marijuana/cannabis plants. When enough used grow media is unavailable GOOD LLC will use Bokashi Compost to render all marijuana unusable. A local compost Good LLC will remove all unusable green waste mixture from the licensed premises on a weekly basis for disposal. It is GOOD LLC's policy that green waste may not be mixed with or disposed with other general solid waste produced at the facility, and will be managed separately. GOOD LLC prohibits the destruction or disposal of marijuana waste in any manner other than specified herein. Improper destruction or disposal of any type of waste by a cultivation agent is cause for termination as will be clearly detailed in the Good LLC's operation manual and agent handbook.



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:

Pursuant to 3 AAC 306.740, GOOD LLC will implement best practices to streamline effective and responsible waste disposal procedures in an effort to prevent unauthorized diversion, misuse, product loss, or environmental contamination. All marijuana waste generated from normal cultivation facility activities, excess production, contamination, adulteration, product expiration, or lack of suitability for human consumption will be securely stored. GOOD LLC will ensure all marijuana waste is weighed and documented in the automatic data processing/point-of-sale system prior to being transferred to the Secure Waste Storage. All marijuana waste will be ground, rendered unusable and incorporated with non-marijuana, compostable waste until the mixture contains less than 50% of marijuana plant material. The Cultivation Manager, Compliance Committee, and Executive Management Team developed a unique set of standard operating procedures and best practices to ensure all marijuana waste is rendered unusable for any purpose which it was grown or produced before it leaves the cultivation facility. Each cultivation agent will receive training in order to ensure the proper disposal of marijuana waste is in accordance with GOOD LLC's policies. Each cultivation agent (agent) will be required to check the automatic data processing/point-of-sale system and relevant internal logs to determine the recordkeeping requirements for marijuana waste disposal. Each plant waste container containing marijuana waste will be individually weighed for each single harvest batch. Agents will properly store all marijuana waste after it has been recorded and documented to Secure Waste Storage. Non-marijuana waste will be added to ground marijuana waste until the mixture contains more than 50% of non-marijuana waste. Waste will be mixed using a Poly Scoop shovel to ensure the marijuana waste is rendered unusable and unrecognizable. Agents will properly secure storage containers once disposable content exceeds more than 50% of non-marijuana waste. The Waste Disposal Log and automatic data processing/point-of-sale system entries will be updated to meet GOOD LLC's recordkeeping requirements. Agents will sanitize and clean all supplies, equipment, and work surfaces that were exposed to marijuana and non-marijuana waste. The Cultivation Manager will work closely with agents at the cultivation facility to coordinate pick-up and disposal of all generated waste.



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

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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

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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

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

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

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

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Pursuant to 3 AAC 306.750, GOOD LLC requires all final packages containing marijuana to be recorded within the automatic data processing/point-of-sale system and assigned a unique package number at the time of sealing, which will be printed on a label affixed to the package along with all product information required by the Alaska Marijuana Control Board, including the date and time of the sealing of the package for shipment. All packages will clearly indicate the name and signature of the cultivation agent who prepared and sealed the package for shipment, the time of sealing, which will be printed on a label affixed to the package, the name and address of GOOD LLC's licensed facility where the package was sealed for shipment, and the shipment identification number of the package.

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

Pursuant to 3 AAC 306.750, it is GOOD LLC's policy that all marijuana and marijuana products in the process of transport are maintained in a locked, opaque storage container that has a separate key or combination pad and has GPS tracking capabilities. These shipping containers will be bolted to the interior of the transportation vehicle, which will be an opaque, non-descript cargo van. GOOD LLC will utilize proprietary secure steel shipping containers to store marijuana and marijuana products throughout all transportation activities. These secure shipping containers are designed and manufactured specifically for the secure transport of marijuana and marijuana products and to exceed state regulatory requirements. These secure shipping containers are accessible only through programmable security codes, which will be created and programmed at the cultivation facility prior to transport by the Transportation Manager or a transportation agent. This code will be delivered via secure electronic delivery service to the destination manufacturing or retail facility prior to delivery. The transportation agents will not have access to the security codes and are unable to open the secure shipping containers without a notification being sent to the Transportation Manager concerning a possible security breach. GOOD LLC policy requires that each secure shipping container be equipped with a GPS and have tamper-evident tape applied over the access point of the container prior to transport. These secure shipping containers have a GPS function that restricts access to the shipping container unless the GPS registers that the shipping container is at the address of the intended destination location, even if the correct security code has been entered. Prior to transport, the Transportation Manager will program the shipping container with the destination address and the transportation agents will be unable to open the secure shipping containers until the destination is reached and the correct code is entered, providing an extra layer of security. The shipping containers are traceable using a secure mobile application that will provide the exact location of the shipping container and transport vehicle at all times. The Transportation Manager will have access to this secure digital tracking service via smartphone and Good LLC computer and will monitor transportation activities throughout the duration of the transportation event. In addition, detection notifications will alert the Transportation Manager of all access attempts and access points. These notifications will be designed and utilized to alert the Transportation Manager if a shipping container detects unauthorized access attempts, tampering, or damaging conditions. The shipping containers used for transport can withstand a certain "time of violence" that is at least 10 minutes in duration.



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:

Pursuant to 3 AAC 306 and standard industry best practices, there will not be any signage on the exterior of the cultivation facility that include GOOD LLC's business name, as the facility will remain as anonymous as possible for the safety of operations and our employees. The address of the cultivation facility will be posted on the exterior of the building and visible from the street, but will only be made available in external communications to appropriate parties that have a need to know. All external signage will be maintained in compliance with applicable State and city laws and regulations.

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

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Promotes excessive consumption

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Represents that the use of marijuana has curative or therapeutic effects

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Depicts a person under the age of 21 consuming marijuana

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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

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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

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On or in a public transit vehicle or public transit shelter

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On or in a publicly owned or operated property

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Within 1000 feet of a substance abuse or treatment facility

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On a campus for post-secondary education

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Signage and Promotional Materials:

Agree Disagree

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

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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

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

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

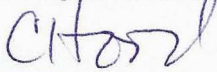
Section 8 – Control Plan for Persons Under the Age of 21

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

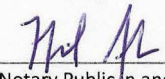
Pursuant to 3 AAC 306.430 and standard industry best practices, GOOD LLC will utilize a combination of physical design features, technologies, and procedures to prevent unauthorized entry. The cultivation facility will operate from a non-descript, preexisting concrete masonry unit structure. GOOD LLC has engaged a local security firm to perform a risk analysis, threat and vulnerability assessments to incorporate methodologies based on Crime Prevention Through Environmental Design (CPTED), which is a multi-disciplinary approach through environmental design that encompasses architectural security elements, electronic security systems, and organizational security elements. GOOD LLC will secure and monitor access to facility through the installation and use of a highly secured access control system. The access control system will be used to monitor and record the movement of personnel onto the site, into the building and throughout the facility, and selectively allow and prevent access to restricted areas. Entry through a private entrance door and a minimum of two additional locked doors is necessary to reach any room where marijuana is present. All doors will be 18-gauge hollow metal with commercial-grade I, commercial locks. Exterior doors and restricted access entries will be equipped with electric strike and electronic access hardware that automatically lock. Emergency door systems are connected to access control and alarms systems that will produce an audible alarm if the door is opened. Inter-system connectivity will exist for alarm, access control and surveillance systems. A high security fence will border the perimeter of the site with one access gate for all ingress and egress, with the gate controlled via key FOB. Additional features include adequate security lighting, barrier delay countermeasures, metal mesh guards over HVAC openings, and landscaping, which will be maintained to easily detect unauthorized activity and prevent concealment. GOOD LLC will require a recurring annual third-party security audit for the re-evaluation and analysis of all installed physical security.

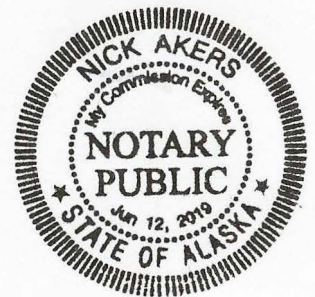
It is GOOD LLC's policy and state law that no persons under the age of 21 are employed or allowed to gain authorized access at the cultivation facility. GOOD LLC developed a Visitation Protocol to ensure all visitors are required to present a valid government-issued identification card to confirm identity, age, and authenticity. All scheduled visitors that do not meet the minimum age requirement of 21 years old, will not be granted authorized access. If an unauthorized person refuses to leave, the cultivation agent handling the visitor intake may contact local law enforcement if the issue persists. The panic button may be used if the situation becomes life threatening, such as if a person begins making threats or brandishing a weapon.

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
CHRISTIAN HOOD
Printed name

Subscribed and sworn to before me this 25th day of May, 2016.


Notary Public in and for the State of Alaska.
My commission expires: 6/12/19



Cultivation Application

Form 01: Marijuana Establishment Operating Plan

Section 2 – Security

- **Restricted Access Areas (3 AAC 306.710)**

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

Pursuant to 3 AAC 306.710, GOOD LLC plans to implement a detailed and thorough Security Plan, which includes measures that will deter and prevent unauthorized entrance and access to all facility areas. Persons with authorized access to the cultivation facility (facility) and designated limited and restricted access areas are clearly defined. GOOD LLC will implement restrictive access policies in compliance with state and local law and the Alaska Marijuana Control Board regulations.

GOOD LLC will utilize a combination of physical design features, technologies, and procedures to prevent unauthorized entry. The facility will operate from a non-descript, preexisting structure. GOOD LLC will secure and monitor access to the facility through the installation and use of a highly secured access control system. The access control system will be used to monitor and record the movement of personnel onto the site, into the building and throughout the facility, and selectively allow and prevent access to restricted areas, with the fewest number of cultivation agents (agent) authorized as necessary for operations. GOOD LLC will utilize a stand-alone surveillance system, including a combination of fixed, pan-tilt-zoom 180 degree and 360 degree cameras throughout the facility to provide continuous monitoring and surveillance.

Entry through a private entrance door and a minimum of two additional locked doors is necessary to reach any room where marijuana plants or product are present. All doors will be 18-gauge hollow metal with commercial-grade I, commercial locks. Exterior doors and restricted access entries will be equipped with electric strike and electronic access hardware that automatically lock. Emergency door systems are connected to access control and alarms systems that will produce an audible alarm upon door opening. Inter-system connectivity will exist for alarm, access control and surveillance systems.

Architectural security elements include perimeter protections, Crime Prevention Through Environmental Design (CPTED), exterior site and building lighting, critical building services, entry vestibule control, parking operations, loading and shipping areas within the facility and space adjacencies. A high security fence will border the perimeter of the operational and loading areas with one access gate for all ingress and egress to the site, with the gate controlled via key FOB. Additional features include adequate security lighting, barrier delay countermeasures, metal mesh guards over HVAC openings, and landscaping, which will be maintained to easily detect unauthorized activity and prevent concealment. GOOD LLC will require a recurring annual third-party security audit for the re-evaluation and analysis of all installed physical security.

Security measures to protect the premises and agents include identification badge policies and procedures, which will enhance the safety of the agents and the physical and financial assets of GOOD LLC. Badge issuance authority is assigned herein to management and it is established that each agent, contractor and visitor is responsible for the safekeeping of his or her badge. Agents are issued

identification badges by GOOD LLC, which are required for entering and exiting the facility and while on the premises.

GOOD LLC's standard operating procedure will contain a visitor policy, which outlines procedures for visitor approval and recordkeeping. GOOD LLC has developed a Visitation Protocol, which is a set of identified policies and procedures that details requirements for visitor access to the cultivation facility. All visitors will be logged in and out of a digital visitor management system (VMS), which will be available for inspection by the Alaska Marijuana Control Board at all times. All outside vendors, contractors, and visitors will obtain an identification badge prior to entering a limited access area and will be escorted at all times by an agent authorized to enter the restricted access area. Agents are required to immediately report security breaches and incidents of non-compliance.

All visitors, including outside vendors, consultants, contractors, Alaska Marijuana Control Board representatives, representatives of an independent laboratory, and law enforcement officials will be required to comply with this Visitation Protocol as a condition of facility access. Unannounced visitors at any GOOD LLC facility are prohibited, except, when necessary to perform their governmental duties, Alaska Marijuana Control Board representatives and other designated officials acting in accordance with state and local laws and regulations. Visitor access will be rare and limited to only those that are absolutely necessary to conduct business.

All signage posted at the facility will be no less than 12" x 12", with lettering at least one-half inch in height in high contrast to the background of the sign, and will include 1) no less than five "NO LOITERING. Violators will be prosecuted." signs; 2) a sign that reads "RESTRICTED ACCESS. AUTHORIZED PERSONNEL ONLY.", which will be posted at the entrance and throughout the parking area; 3) no less than five signs throughout the site and premises that state, "NO TRESPASSING. VIOLATORS WILL BE PROSECUTED."; and 4) no less than five signs throughout the site and premises that state, "VIDEO RECORDING IN PROCESS. ALL VISITORS AND EMPLOYEES ARE MONITORED AT ALL TIMES."

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

Pursuant to 3 AAC 306.710, GOOD LLC will ensure that all areas of restricted access are marked by a sign that says "Restricted Access Area. Visitors must be escorted." GOOD LLC shall limit the number of visitors to not more than five (5) visitors for each licensee or agent of the licensee who is actively engaged in supervising those visitors. GOOD LLC will utilize a visitor access control and verification system that includes security measures to ensure when preauthorized visitors are admitted to non-public areas of the licensed premises they are logged in and out. A cultivation agent (agent) admitting a visitor to a non-public area on the premises of the licensed cultivation facility (facility) will utilize a digital visitor management system (VMS) to document the date and time of entry and egress of the visitor, the visitor's full name, photocopy of the visitor's government-issued identification card, a real-time photo of the visitor, the reason for visit, the escorting agent's identification card number and a signature of the visitor acknowledging the rules and regulations regarding their time on the licensed premises. All VMS records will be kept for a minimum of five (5) years in restricted access records storage on- and off-site. GOOD LLC will use VeriScan, an ID scanning and verification desktop and mobile solution, to verify the authenticity of photo ID cards presented to agents. An agent will also ensure that the identification meets all the standards, pursuant to 3 AAC 306.350. All visitor log records will be kept for a minimum of five (5) years in restricted access records storage located on and off-site.

GOOD LLC will ensure that all visitors of the facility will sign in to the VMS and acknowledge they are subject to GOOD LLC policies and procedures conforming to rules and regulations in regards to being accompanied by the licensee or agent at all times while on the licensed premises. The VMS procedure strictly states that all visitors on the premises of the licensed cultivation facility will be continuously accompanied and supervised at all times by a trained agent who is the pre-assigned, authorized host. Unauthorized visitors and those visitors not following applicable rules and regulations will be asked to leave the premises immediately. If the visitor refuses, the visitor will be escorted off the premises by an agent. GOOD LLC's Security Director will assign an agent to supervise and escort the authorized visitor at all times. The assigned agent must confirm within the VMS that they will follow and comply with all rules and regulations to continuously visually supervise the authorized visitor. At no point in time will an agent lose visual sight from an authorized visitor.

Upon logging in, authorized visitors will obtain a visitor badge that will be worn on their person above waist level and visible at all times while on the licensed premises. The escorting agent will serve as escort until visitors are ready to exit the premises of the licensed facility. When exiting, the escorting agent is responsible for ensuring each visitor completes the visitor log sign out in the VMS and returns the visitor badge.

GOOD LLC will ensure visitors admitted to a non-public area of the premises will not touch any marijuana plant or product. Each authorized visitor on the premises of the facility will not be granted access to any room holding marijuana unless absolutely necessary, pursuant to GOOD LLC policy. The escorting agent assigned to the visitor is responsible for ensuring that all authorized visitors understand all applicable rules and regulations that prohibit all contact with any marijuana plant or product, with the visitor signing a statement acknowledging such. Each room containing marijuana plants or products will have doors equipped with a lockable shutter that can be open to observe room conditions and contents without the need to gain entry.

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

Pursuant to 3 AAC 306.720, GOOD LLC will utilize a digital visitor management system (VMS), which will integrate with the access control and surveillance systems and document the date and time of entry and egress of the visitor, the visitor's full name, photocopy of the visitor's government-issued identification card, a real-time photo of the visitor, the reason for visit, the escorting cultivation agent's (agent) card number and a signature of the visitor acknowledging rules and regulations regarding their time on the licensed premises. The VMS will import agent card lists and photos from the access control system on an automated, scheduled basis to populate a support vector machine employee host list and record in the OnGuard system for all check-ins and check-outs.

GOOD LLC will ensure that all logs and records related to visitor access to non-public areas will be securely stored and maintained for a minimum of five (5) years. To ensure the safety of all logs and records, GOOD LLC will keep duplicative copies of documents on and off-site in restricted access digital storage. GOOD LLC will ensure these records can be made available to the Alaska Marijuana Control Board and law enforcement immediately upon request.

All agents are required to comply with GOOD LLC policies and procedures when a visitor arrives at the facility. Each visitor will be required to identify themselves, explain the reason for their visit, and confirm which GOOD LLC representative is expecting a scheduled visit. If it becomes clear that the visit was unannounced or unauthorized, the visitor will be asked to leave the premises and law enforcement will be contacted if the individual refuses to leave. Once a visitor answers each inquiry adequately, the Cultivation Manager will be required to review all necessary information and approve authorization for entrance. When cultivation authorization has been approved by the Cultivation Manager, an agent will be assigned to escort the visitor at all times. The assigned agent will not lose visual contact with the visitor.

Each visitor will be required to provide a valid government-issued identification card, which will be scanned using a VeriScan device and logged into the VMS. An agent will be required to verify that the valid government-issued identification card matches the visitor, the government-issued identification card is not expired, and ensure the authenticity of the government-issued identification card.

An agent will issue a visitor badge to an authorized and approved visitor and instruct each visitor to wear the assigned badge around their neck in a manner that ensures the badge is visible at all times. Before issuance of the badge, an agent will firmly explain that the badge is property of GOOD LLC and must be returned before leaving the premises.

Each agent is required to document all interactions with visitors. An agent will record in the VMS, the date and time a visitor was authorized for an escorted visit at the facility, visitor name, visitor badge number, explanation and reason for visit, and visitor signature confirming all information is accurate and correct. The authorizing agent will verify and sign within the VMS confirming all visitor information has been properly documented in accordance with GOOD LLC's recordkeeping policies and procedures. Confirmation includes acknowledging responsibilities associated with escorting an authorized and approved visitor through the GOOD LLC's facility. Upon the visitor leaving the premises, the escorting cultivation agent will record the time out within the VMS and collect the visitor badge prior to the visitor leaving the cultivation facility. VMS records will be stored in a secure location on and off-site for a minimum of five (5) years. VMS records shall be made available to regulating authorities or law enforcement upon official request.

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

Pursuant to 3 AAC 306.710, GOOD LLC cultivation agent (agent) badges will be required to be displayed at all times while the employee is on the licensed premises. The agent's badge will include a full color photograph of the employee, first and last name, position title, internal identification number, issue date, and be color-coded to designate access level of the employee. The agent badge will also serve as a key FOB controlled by the access control system, which will restrict access based on employee's access rights granted by management. The access control system will contain all personal employee information, including all identifiers issued by the Alaska Marijuana Control Board.



***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.

Pursuant to 3 AAC 306.715, GOOD LLC will install security lighting within facility, at entry and egress points and around the building and site perimeters, such that surveillance footage recorded will provide clear images that are useful to law enforcement. Intruders will be discouraged from attempts to gain access to the cultivation facility through proper illumination at entry points, making detection much more likely. Light glare will be directed outward toward the direction of a would-be intruder. Fixtures will be high-lumen, vandal-resistant and will be installed high and out of reach. Redundancy and lamp overlap will be provided so that a single lamp outage does not result in a dark spot vulnerable to intrusion. Enhanced security lighting will avoid light that is “too bright” and creates blinding glare or deep shadows. LED lights will be used due to their reliability and whiteness in color, aiding in clear video identification. All security lighting will be equipped with an internal auxiliary 48-hour battery backup power supply and will be connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies.

Light trespass will be limited so as not to interfere with vehicular traffic, neighbors, and adjacent properties. Security lighting will illuminate all exterior areas of the facility site, including pedestrian or vehicular entrances, the perimeter fence line, the exterior of the building, and parking areas and will be installed in accordance with the following light levels on the horizontal plane at ground level:

1. Perimeter of outer area - 0.2 foot candles (fc)
2. Perimeter restricted area - 0.4 fc
3. Vehicle entrances and access control point - 5.0 fc
4. Parking lots – 2.0 fc
5. Pedestrian entrances - 2.0 fc
6. Area between building and fence – 1.0 fc
7. Sensitive inner structures - 1.0 fc
8. Entrances and active – 10.0 fc
9. Open yards – 2.0 fc

GOOD LLC will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. All cameras will be high-definition and low light capable with a minimum resolution of D1 and a minimum light factor requirement of 0.7 Lux with a recorded image frame rate of 30 fps during alarm or motion-based recording. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity.

An Alarm System is required; Describe the security alarm system for the proposed premises:

Pursuant to 3 AAC 306.715, GOOD LLC will ensure the integrated security access control, surveillance and intrusion alarm detection systems are continuously monitored and functional at all times. All alarm points will be armed 24-hours, 365 days per year and monitored by a UL2050 central station via a GSM connection. The alarm operator will contact authorized users who are on the call list and, as necessary, law enforcement to report all alarm conditions. Surveillance cameras will record all building and site perimeter areas, entrances and exits to the premises, and 100% of interior floor space with the exception of restrooms and locker rooms.

GOOD LLC will ensure the security system will monitor smoke and fire detection and all detectors will be installed in accordance with regulations established in National Fire Protection Association 72 and will detect one or more elements of combustion, heat, invisible smoke particles, and water vapor. Detectors will connect to an automatic fire alarm system integrated with the security system. Upon detection of smoke or fire the audible alarm and secure notification system will activate automatically.

GOOD LLC will ensure the integrated security system will be capable of detecting power loss and remaining operational in the event of power supply deficiencies. Security systems will be equipped with an internal auxiliary 48-hour battery backup supply and will be connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies. The secure notification system will alert the Security Director upon detection of a power loss.

An intrusion alarm system will protect the cultivation facility and is described herein, pursuant to 3 AAC 306.715. Cultivation agents will be trained by the Security Director on the use of the intrusion alarm system, including arming and disarming the alarm system, the armed settings, the location of motion and wired door sensors, the location of fixed panic alarm buttons, and accidental activation procedures. The intrusion alarm system will, at a minimum:

Provide coverage of all entrances and exits and sensitive interior spaces, including the secure product storage room;

A silent panic alarm, which is activated by a button, connected to the intrusion system, and signals a life threatening or emergency situation requiring law enforcement response;

Include an audible intrusion alarm, signaling a break in or unauthorized entry, which contacts the Security Director and/or management personnel when the alarm is triggered and, if not triggered by accident, subsequently notifies local law enforcement;

Include a notification system, which provides an audible, text, and visual notification of facility power failure and alerts the Security Director immediately via text message;

Includes a notification system that alerts the Security Director by text message if any emergency exit door is opened; and

Have the ability to remain operational during a power outage and ensure all access doors and wired door sensors are not solely controlled by an electronic access panel, such that maglocks and wired door sensors remain operational during power outage.

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 meets this requirement.

Pursuant to 3 AAC 306.715(b)(2), the security intrusion alarm detection system (IDS) will protect the cultivation facility by providing coverage at all perimeter entry points and portals, which will be armed and monitored 24-hours, 365 days per year by a UL 2050 certified central station. All exterior entry doors will be provided with card access, with a valid card reader that will shunt the alarm for authorized entry. The IDS will each be equipped with an internal auxiliary 48-hour battery back-up power supply that is connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies.

The Honeywell Intrusion Alarm system and Honeywell GSM Communicator are the core components of the intrusion alarm system to be installed in the cultivation facility location. A number of sensors will be installed and integrated with the system. Acoustic glass break detection sensors will be installed at all window locations and will alarm if glass is broken. Wired door sensors will be installed on all entrances and exits to the building, including emergency exits. In addition to the wired door sensor, each emergency exit will be equipped with a Trident anti-pry multi-point locking device and will produce an audible alarm any time the door is opened, whether the intrusion alarm system is armed or disarmed. The alarm system will be triggered if any perimeter door is opened while the system is armed, and the status of all perimeter doors (i.e., open or closed) can be remotely monitored by the Security Director while the system is unarmed. Passive infrared motion sensors will be installed in all hallways and sensitive interior spaces in the cultivation facility.

The system includes an audible intrusion alarm and a secure and continuously monitored notification system. The UL2050 central station will notify the assigned personnel about each alarm received and contact the police department as required. Each person on the call list, led by the Security Director, will be required to provide a password to the alarm-monitoring operator. The IDS will communicate via Honeywell GSM communicator. Select cultivation agents will be trained to use the IDS that will be integrated into the access control system alarm monitoring software. The building floor plan will be imported into the alarm monitoring system showing the exact location of all alarm points. Each alarm has surveillance camera coverage to augment the overall security posture- providing security in-depth. The system will be continuously evaluated and improved upon as technologies and best practices improve.

The Honeywell Intrusion Alarm system has two different armed settings. The “stay” setting arms perimeter entry and exit doors, but not motion sensors. If the intrusion alarm system is set on “stay”, the alarm will be triggered if any perimeter door is opened, but movement within the facility will not prompt alarm activation. This setting allows personnel to secure the building’s perimeter from intruders yet remain able to move about the interior of the building to conduct work activities without triggering the alarm on the basis of motion. The “away” setting arms perimeter entry and exit doors as well as motion sensors. When the intrusion alarm system is set on “away”, as it will be each evening when all personnel leave the premises, the alarm will be triggered if any perimeter door is opened and if any motion is detected in the building’s interior.

Whether set on “stay” or “away”, when the intrusion alarm is triggered, an audible alarm will sound and the Honeywell GSM Communicator will deliver a signal to the network control center. The network control center will contact the Security Director to investigate the cause of the alarm, and if the person contacted cannot explain the cause of the alarm, local law enforcement will be contacted immediately to investigate the potential intrusion.

The Security Director will selectively authorize and train certain cultivation agents and managers to activate and deactivate the intrusion alarm system. Support cultivation agents and any contractors will not be authorized to activate or deactivate the system, and will not be provided the system code. The Security Director will only provide instructions for activation and deactivation to the minimum number of personnel necessary, which will generally be restricted to the facility managers.

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

Pursuant to 3 AAC 306.715(c), GOOD LLC will employ a series of training requirements that all cultivation agents (agents) must complete in order to ensure best practices related to product security and to mitigate the potential for the diversion of marijuana. GOOD LLC will train all agents on security provisions as part of the Anti-Diversion Plan, including the comprehensive loss prevention and anti-diversion strategy to ensure marijuana produced by GOOD LLC is only dispensed to approved customers. GOOD LLC will implement policies and procedures concerning breaches in product security in all stages of product inventory, intake, processing, packaging, storage and delivering. The internal Compliance Committee is responsible for ensuring all standard operating procedures are reviewed by subject matter experts at least annually for accuracy and adherence to compliance and best practices.

The Security Director and the Compliance Committee are responsible for developing and implementing training modules related to anti-diversion. Agents are required to complete and pass a series of tests, complete a biannual training course administered by the Compliance Committee, and continuously receive up-to-date training provided by other managers and, if necessary, third-party trainers, to encourage and practice industry best standards related to detecting, preventing, investigating and reporting theft and diversion. Specialized areas of training provided by other managers or third-party consultants will be determined by the Executive Management Team. No agent or consultant may work on-site at the cultivation facility prior to receiving orientation training or when any required critical training is two weeks or more past due. Security provisions and related training will be continuously evaluated and improved to ensure curricula is updated, consistent and thoroughly covers the strategy. Training will be tailored to the roles and responsibilities of the job function of each cultivation agent.

Among security provisions relating to the strategy, supply-chain security is a top priority of GOOD LLC and a primary job duty of all agents, reinforcing a Good LLC-wide culture of responsibility. GOOD LLC policy requires control and security over inventory, the creation of strict divisions of duties and implementation of oversight procedures developed by management to prevent opportunities for diversion. Inventory management best practices will be implemented to reduce the potential for diversion and include: the identification of inventory levels and supply needed to sustain demand; understanding fully the product storage, packaging and dispensing processes in a given area; working across finance, clinical, manufacturing, general operations and supply chain to determine how pricing affects procurement and demand; identifying strong partnerships for consistent procurement and distribution of products; implementing processes and technology that give supply chain visibility to every area of overlapping operations; removing expired inventory from facility; creating an environment that supports performance monitoring, and sets and measures realistic goals; the creation of metrics to identify trends in product and process performance; monitoring supply usage and output on a regular basis; working through excess inventories; and using Lean Six Sigma's Define, Measure, Analyze, Improve and Control (DMAIC) principles to cut down on waste and improve operational processes relating to inventory management and supply chain.

GOOD LLC will train and educate agents on detecting losses or diversions caused by either internal or external parties with direction on observation, identification and documentation of activities related to losses or diversion. Agents will be trained to identify indicators of diversion, including: splitting of orders, deviations from Good LLC policies and procedures, suspicious behavior, exterior site surveillance, and other indications of planned diversion. Agents will be trained on determining whether activity or incidents constitute an emergency or a non-emergency response procedure, how to act upon all

necessary and responsible actions, and to follow the directions of supervisors, emergency responders, and other authority figures. Agents will report any suspicion of theft or diversion to the Compliance Committee immediately as a condition of employment. Training on security provisions relating to the strategy include inventory management and control, using the Automated Data Processing System (ADPS) for inventory tracking, audit and verification, ensuring proper packaging and labeling, and following security protocols. Agents must also participate in situational role-playing developed and implemented by the Security Director to thoroughly mimic the variety of possible product diversion incidents.

Any occurrence of diversion, theft or loss of marijuana will be handled in accordance with the comprehensive loss prevention and anti-diversion strategy. The Compliance Committee will be the first point of contact and will forward all known information in a report to the Executive Management Team for investigation and reporting to the Alaska Marijuana Control Board and appropriate law enforcement agencies immediately, if necessary. Except in the case of an emergency needing immediate attention, the Executive Management Team will determine the category and severity of the loss or diversion and determine the best course of action. In the case of an identified emergency, law enforcement agencies will be contacted immediately. All discussions, decisions, and activities will be documented in accordance with GOOD LLC policy. If the agent cannot reach a member of the Compliance Committee, a member of the Executive Management Team must be contacted. Agents who participate in, allow, or fail to report diversion will be terminated in accordance with GOOD LLC policy and reported to law enforcement as necessary.

Additionally, all sensitive transactions related to the receiving, transportation and sale of marijuana and associated products will require verification by two agents. Each agent must confirm by signature the accuracy of the delivery invoice, identification numbers, number of containers, the total inventory count, and the accuracy of the entry of the inventory into the ADPS in accordance with the Inventory Control Plan. Weekly inventory audits will be performed and all marijuana and marijuana products awaiting disposal must be stored in a secured and locked container, recorded and disposed of in accordance with 3 AAC 306.740 and the Waste Management Plan. To foster a culture of responsibility surrounding diversion of marijuana products, it is imperative that all cultivation agents embrace the strategy, and share in discrepancy-resolution and diversion-prevention responsibilities. Working together, administration, dispensary, cultivation and processing operational units shall make recommendations to the Executive Management Team regarding the policies and procedures for the handling of secure products in each unit and the overall strategy.

All marijuana in the process of cultivation, production, preparation, transport, or analysis shall be housed and stored in such a manner as to prevent diversion. The provisions outlined herein include strict security measures to prevent cultivation agent or third-party theft or transfer of marijuana products by an authorized customer to an unqualified individual. Supply-chain security is designated as a primary job duty of all managers, reinforcing a Good LLC-wide culture of responsibility. The Cultivation Manager will be responsible for the development and implementation of the Anti-Diversion Plan, while the Executive Management Team is responsible for Anti-Diversion Plan oversight. Specific considerations regarding anti-diversion measures include methods for increased authorized customer accountability and guidelines for education, training, and proper product handling. GOOD LLC's Anti-Diversion Plan outlines methods for identifying, recording, and reporting diversion, theft, or loss, and correcting all errors and inaccuracies in inventories.

In accordance with 3 AAC 306.715 (c)(1), diversion and trafficking prevention policies and procedures

are provided herein. GOOD LLC has established a comprehensive loss prevention strategy focused on anti-diversion and prevention of breaches in product security. GOOD LLC acknowledges that the most effective way to ensure the safety and security of GOOD LLC agents, facilities and products is by implementing thorough prevention strategies. All agents are required to have a comprehensive knowledge of the diversion and trafficking prevention measures and to incorporate prevention measures into daily work activities. In the event of theft or loss from GOOD LLC, all GOOD LLC agents are required to immediately report the incident to the Compliance Committee, which will contact the Alaska Marijuana Control Board and local law enforcement. In accordance with GOOD LLC's policy and industry best practice, all marijuana and marijuana products within GOOD LLC facilities will be stored in a safe within a restricted access secure product storage room in order to prevent diversion, theft, or loss. The Security Director and his designees will conduct periodic checks to assure all locks and security equipment in the secure product storage room are maintained in good working order.

Any area used for cultivating, processing, storing, and performing any other activity involving marijuana will be located within the enclosed and locked facility which will protect operations from view. The area in which marijuana or marijuana products are stored will have 24-hour surveillance, and will be protected from unauthorized entry via the access control system and securely locked at all times, other than when required to add, move or remove products from storage. All marijuana plants in any phase of the cultivation cycle and in-process harvested marijuana will be in a secure restricted access location in the cultivation facility at all times, and access will only be granted to a minimum number of authorized personnel necessary for efficient operations.

GOOD LLC will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. All cameras will be high-definition and low light capable with a minimum resolution of D1 and a minimum light factor requirement of 0.7 Lux with a recorded image frame rate of 30 fps during alarm or motion-based recording. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity.

Describe your policies and procedures for preventing loitering

Pursuant to 3 AAC 306.715, GOOD LLC will post signs around the facility that are no less than 12" x 12", with letters at least one-half inch in height in high contrast to the background of the sign, which will read, "NO LOITERING. Violators will be prosecuted." The signs will be located on the exterior of the cultivation facility, in the parking area, and at all entry points.

All cultivation agents (agents) will be trained to identify suspicious activity and loitering and anyone loitering will be asked immediately to leave. Every agent is responsible for reporting suspicious activities and persons to their designated manager, who will notify law enforcement when a potential risk is identified. Should the person leave before the law enforcement officer's arrival, the manager will note the time to retrieve surveillance records, and record a description of the suspect and his/her vehicle for possible police use. Examples of suspicious activity could involve coworkers, customers, vendors or unknown persons and include any persons monitoring business operations; persons asking about closing times, volume of business, the amount of money on hand, etc.; persons who appear to loiter in the area examining the business layout and operations; and persons waiting for a lull in activity.

GOOD LLC will install security lighting within facility, at entry points and around the building and site perimeters, so that surveillance camera footage will provide clear images that are useful to law enforcement. Fixtures will be high-lumen, vandal-resistant and will be installed high and out of reach. Redundancy and lamp overlap will be provided so that a single lamp outage does not result in a dark spot vulnerable to intrusion. Enhanced security lighting will avoid light that is "too bright" and creates blinding glare or deep shadows. LED lights will be used due to their reliability and whiteness in color, aiding in clear video identification. All security lighting will be equipped with an internal auxiliary battery backup power supply and will be connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies.

GOOD LLC will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. All cameras will be high-definition and low light capable with a minimum resolution of D1 and a minimum light factor requirement of 0.7 Lux with a recorded image frame rate of 30 fps during alarm or motion-based recording. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity.

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 the security of the proposed premises:

Pursuant to 3 AAC 306.715, GOOD LLC will implement additional security devices, including motion detectors, duress, panic, and hold up alarms, and other devices to enhance the security of the cultivation facility. GOOD LLC will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. All cameras will be high-definition and low light capable with a minimum resolution of D1 and a minimum light factor requirement of 0.7 Lux with a recorded image frame rate of 30 fps during alarm or motion-based recording. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity.

The video surveillance recording system at the premises will operate 24-hours a day, 365 days a year, will be equipped with an internal auxiliary 48-hour battery backup supply and be connected to an onsite natural gas generator that immediately activates upon power loss. The Security Director will be automatically notified upon power loss and ensure that all backup systems are functioning as intended. The motion-activated video surveillance recording system will provide a date and time stamp for every recorded frame. During alarm conditions the surveillance system will record real-time at 30 frames per second. Archive video will be watermarked to ensure authentication of video. The Security Director will regularly review to ensure the embedded date and time stamps are accurate in the system.

GOOD LLC will ensure the security alarm system will include panic alarm devices mounted at convenient, readily accessible locations throughout the licensed premises. Panic alarm devices will be located in the secure product storage, administrative areas, in close proximity to heavy traffic areas within the licensed premises, throughout corridors and in designated safe harbor rooms as determined by the Security Director and GOOD LLC security consultants based on the results of a risk analysis, threat assessment, and a vulnerability assessment. Management level cultivation agents (agents) will also be equipped with personal panic alarm devices on a lanyard to carry on their person at all times while on the licensed premises. All panic alarm devices will be monitored by the UL 2050 central station. The UL2050 alarm monitoring instructions will be to contact law enforcement immediately upon receiving a panic alarm.

All panic alarm devices trigger the security intrusion system, silently allowing agents to discreetly contact the Security Director and local law enforcement agencies in midst of a life-threatening or serious emergency situation. The security alarm system includes an audible intrusion alarm, a mobile application for remote monitoring, and a secure notification system. The audible intrusion alarm will signal unauthorized entry and contact the Security Director when the alarm is triggered and, if not triggered by accident, subsequently notifies local law enforcement agencies. Local law enforcement agencies will be contacted in accordance to the Underwriters Laboratories, Standard for Installation and Classification of Burglar and Holdup Alarm Systems Section 681.

All agents will be trained on the proper use of panic alarm devices, which may only be used in the event of a life-threatening or serious emergency situation. Facility maps will be mounted throughout the cultivation facility showing the location of panic alarm devices to familiarize agents with their locations. Periodically, the Security Director will initiate random and unannounced mock security breach exercises in tandem with the UL2050 central station to test agent response to alarm initiation.

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.

Pursuant to 3 AAC 306.715, GOOD LLC will employ a series of standard operating procedures, training modules, and best practices to ensure staff safety, product protection, and facility security. GOOD LLC will train all staff on security provisions, including, but not limited to, premises, transportation and organization security, the comprehensive loss prevention and anti-diversion strategy, access control, inventory control, unpredicted alarm notifications to law enforcement, security breaches, and use of the electronic alarm, and video surveillance security systems.

GOOD LLC policy requires the implementation of strict organizational security measures and controls. The Security Director, Compliance Committee, and other members of the Executive Management Team will receive training. Training will be tailored to the roles and responsibilities of the job function of each agent. New agent orientation includes a summary overview of all training modules and a review of the Onboarding and Training Manual (O&T Manual). The O&T Manual provides in-depth information on facility security policies and procedures and outlines mandatory training, including Good LLC security provisions and the loss prevention and anti-diversion strategy. Each agent must receive, read, and acknowledge their understanding of the material covered in the O&T Manual.

As a condition of employment, all staff are required to report any suspicious activity or security concerns to the Security Director immediately. Additionally, all staff are responsible for following standard operating procedures during the event of an automatic or electronic notification system alert to local law enforcement. Security provisions and related training will be continuously evaluated and improved upon to ensure curriculums are updated, consistent and thoroughly cover all policies and procedures.

GOOD LLC understands it will operate in a high-security environment and the safety and security of all cultivation agents (agents) is of primary concern. Internal and external security threats to GOOD LLC exist relating to physical, cyber and procedural security in all phases of operations. It is the responsibility of every employee to aid in the security of the facility through prevention, awareness, reporting, and responsible incident management. It will be the responsibility of the Compliance Committee in collaboration with the Security Director to develop and maintain security measures and policies and procedures intended to deter and prevent unauthorized entrance into the premises, with a focus on areas containing marijuana products, as well as theft or diversion.

The Security Director will train all staff to activate and deactivate the intrusion alarm system in the event of an unpredicted security breach. Support agents and any contractors will not be authorized to activate or deactivate the system, and will not be provided the system code. The Security Director will only provide the system code and instructions for activation and deactivation to the necessary personnel, which will generally be restricted to the Cultivation Manager, select cultivation facility assistant managers, members of the Executive Management Team, and the Security Director. In addition, agents will be trained on the use of panic alarm buttons mounted at convenient, readily accessible locations throughout the licensed premises. Cultivation agents will also be provided with additional panic alarm devices, which may be worn on lanyards and used to set off a silent alarm in an emergency situation.

Agents must also participate in situational role-playing developed to thoroughly mimic the variety of possible security breaches and incidents. The role-playing training takes place inside the facility where the Committee will act out security threats to ensure staff is informed and prepared to respond appropriately. All agents will be trained by the Compliance Committee, in coordination with the Human Resources Manager, as well as any other relevant management personnel, and must continually demonstrate a working knowledge of training materials as a condition of employment. In the event that an unauthorized security breach signals an automatic or electronic notification systems alert and a local law enforcement agency is contacted, all staff must follow GOOD LLC's security provisions, policies, and procedures and act accordingly to the simulated role-playing training as part of staffing and training requirements.

GOOD LLC's policies ensure that all unauthorized breaches will be recorded and documented appropriately. A summary of the unauthorized breach providing a general description of events, approximate timelines, the parties involved, resolution of the emergency, external notifications required and recommendations for prevention and remediation will be developed immediately after a breach. Additionally, a description of emergency events indicating specific timelines, persons involved, hours spent on various activities, impact to affected parties, ensuing discussions, decisions and assignments made, problems encountered, successful and unsuccessful activities, notifications required or recommended, steps taken for containment and remediation, recommendations for prevention and remediation (short-term and long-term), identification of policy and procedure gaps, results of post-emergency review will be executed by all relevant staff.

****Video Surveillance (3 AAC 306.720)**

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:

Pursuant to 3 AAC 306.720, GOOD LLC will ensure the integrated security access control, surveillance and intrusion alarm detection systems are continuously monitored and functional at all times. All alarm points will be armed 24-hours a day, 365 days a year and monitored by a UL2050 central station via a GSM connection. The alarm operator will contact authorized users who are on the call list and as necessary law enforcement to report all alarm conditions. Surveillance cameras will record all building and site perimeter areas, entrances and exits to the premises, and 100% of interior floor space with the exception of restrooms and locker rooms. All systems will have an internal auxiliary 48-hour battery backup supply and will be connected to an onsite natural gas generator system that immediately activates upon power supply deficiencies.

GOOD LLC will maintain a motion-activated video surveillance recording system at the premises that records all activity in images of high quality and high resolution capable of clearly revealing facial detail. Cameras will be located below light sources to maximize the quality of facial detail and body images and to avoid backlighting, glare and physical obstructions. All cameras will be high-definition and low light capable with a minimum resolution of D1 and a minimum light factor requirement of 0.7 Lux with a recorded image frame rate of 30 fps during alarm or motion-based recording. The Color Rendering Index of all cameras will be 80% for accurate image reproduction for identification of colors. Lighting levels will be designed to provide a light to dark ratio at 4:1 and reflectance will be maximized for visual acuity. Pre and post record for 15 seconds will occur for such an alarm. Doors into these areas will all have access control that determines who and when these doors can be entered. Only vetted and authorized personnel will have access to these areas.

GOOD LLC's security surveillance system will be configured to capture all entrance to and exits from the facility, including loading dock entrances, at a distance no less than 20 feet from the perimeter of the licensed premises. Each camera will be mounted, providing a full profile view a person who exits through an alarmed door or through forcible entry from the outside. The camera system will have video loss detection and will alarm if the camera view is blocked. The surveillance system will integrate with the associated door alarm. If a door is opened, the security system will alarm and the camera system will record at 30 fps the first 15 seconds of video prior to and after the alarm. These system images will be high resolution and provide detailed facial images and other characteristics such as hair color, clothing type and height. Site entrance and loading dock cameras will capture vehicle make, model and license plate number.

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 on board:

Pursuant to 3 AAC 306.720, GOOD LLC will ensure all security system equipment and recordings are maintained in a secure location so as to prevent theft, loss, destruction and alterations. The monitors and DVRs used for on-site video surveillance viewing and storage will be located in a restricted access security enclosure within the DVR and Records Storage Room, protected by an access control card reader on the door that allows only a limited number of authorized persons, including the Security Director, to gain access. Access to the DVR and Records Storage Room where all surveillance equipment and on-site recordings are located will be limited to personnel who are essential to surveillance operations, law enforcement officials as necessary, security system service personnel, the Alaska Marijuana Control Board and other persons authorized by the Alaska Marijuana Control Board.

A list of currently authorized GOOD LLC personnel and service personnel that have access to the DVR and Records Storage Room will be available to the Alaska Marijuana Control Board upon request. Any authorized third-party who must access the DVR and Records Storage Room must be escorted by the Security Director or his/her designee at all times. All access to the DVR and Records Storage Room will be recorded on camera and by the access control system, and all access to the DVR lock box will be recorded on the Surveillance System Access Log. Surveillance footage of access to the restricted access DVR and Records Storage Room will be maintained separately off-site, which adds an extra layer of protection and ensures that if all on-site surveillance recordings are destroyed, the Security Director will still have access to security room surveillance footage for the purpose of investigation. In accordance with 3 AAC 306.720(e), the video recordings will be available to the Alaska Marijuana Control Board for no less than 40 days in a format that can be easily accessed for viewing.

All recordings on local hard drives will be wiped seven times (the NSA Standard) prior to disposal and any DVDs will be destroyed. Onsite surveillance equipment will be stored in a locked, tamper-proof compartment inside the DVR and Records Storage Room, with access only provided to the executive management team and the Security Director.

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.

Pursuant to 3 AAC 306.755, in addition to the restricted DVR and Records Storage Room on-site the licensed premises, all records pertinent to the operation of the cultivation facility, including but not limited to, those related to production operations, compliance, security, cultivation agents, inventory, transportation, recall and withdrawal, and analytical testing, will be stored as duplicates at a secure, off-site storage location, which will be protected by the primary security alarm system the second, independent security alarm system. Many records related to inventory tracking, transportation and distribution will also be digitally maintained by the cloud-based automatic data processing/point-of-sale system. All required records will be retained for at minimum five (5) years and will be made available to the Alaska Marijuana Control Board immediately upon request. Secure records storage areas can only be accessed by the Executive Management Team and the Security Director.

Section 3: inventory Tracking

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:

Pursuant to 3 AAC 306.730, the Inventory Manager is assigned responsibility for oversight of all inventory management activities and for implementing and enforcing the contained policies and procedures. It is established that the Cultivation Manager will ensure the cumulative inventory of seeds, plants and usable marijuana reflects the projected needs of customers. The Cultivation Manager and Inventory Manager will work collaboratively to assure that inventory is tracked from seed to sale, counted and recorded at required intervals, and that any discrepancies are reported to the appropriate authorities.

GOOD LLC has selected a marijuana-industry-specific automatic data processing/point-of-sale system, MJ Freeway, as the electronic inventory control system for marijuana and marijuana products. MJ Freeway will be used for inventory management and control purposes in the cultivation facility in accordance with 3 AAC 306.730. MJ Freeway is able to create a PDF, exported inventory record that is to be consolidated and can be submitted to the state inventory tracking program, METRC. The Inventory Control Manager will reconcile any inventory each morning before beginning any work at the cultivation facility and again in the evening before leaving the facility for the day.

Section 4: Employee Qualification and Training

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

Pursuant to 3 AAC 306.425, GOOD LLC will ensure that each cultivation agent (agent) who is required or permitted to be physically present at the licensed premises at any time will obtain a marijuana handler permit from a licensed marijuana handler class before being present or employed at COMPANY's licensed premises. The cultivation facility will also ensure that the marijuana handler permit card is in the person's immediate possession or a valid copy is on file on the premises at all times while the employee is present. The marijuana handler permit class, as detailed in 3 AAC 306.700(b), will ensure that the employee will know the effects of consumption of marijuana and marijuana products, how to identify a person impaired by consumption of marijuana, how to determine valid identification, how to intervene to prevent unlawful marijuana consumption, and the penalty for an unlawful act by a licensee, an employee, or an agent of a marijuana establishment.

Pursuant to 3 AAC 306.700, GOOD LLC developed written standard operating procedures to promote Good Growing and Handling Practices. GOOD LLC will leverage its tenured team of professionals and subject matter experts to refine and implement these standard operating procedures and use them as a foundation for training all registered grower agents. The Compliance Committee is responsible for ensuring all standard operating procedures are reviewed by subject matter experts at least annually for accuracy and adherence to compliance and best practices.

The Compliance Committee and the Executive Management Team developed a set of standard operating procedures and minimum qualifications for each person to meet or exceed to be considered for employment at GOOD LLC. Qualifications will be based on job level, job duties, and job responsibilities. GOOD LLC's policies require that each position to have a unique set of requirements for experience, education, and professionalism. GOOD LLC will reevaluate qualifications for job positions based on industry standards, best practices, and new regulations. Consultant and third-party advisor may be utilized to further develop qualification standards.

GOOD LLC will employ a series of training requirements that all agents must complete in order to ensure a full understanding of GOOD LLC policies and standard operating procedures, as well as other laws and regulations pertinent to the agent's responsibilities. Training is a critical component of GOOD LLC's cultivation operations. GOOD LLC will train all agents as required to perform job duties and functions safely and in compliance with applicable laws and regulations. GOOD LLC employs a strategy of module-based training, with each module covering a single topic in-depth for general training or for job-specific training and will be tracked and documented for reporting and management purposes. The Human Resources Manager and Compliance Committee are responsible for the development and implementation of an overall Training Plan, including specific training modules related to GOOD LLC policies and procedures related to each agent position. Agents are required to complete and pass a series of tests, complete a biannual training course administered by the Compliance Committee, and continuously receive up-to-date training provided by other managers and if necessary, third-party trainers, to encourage and practice industry best standards related to GOOD LLC policies and procedures. Subject matter experts will review all GOOD LLC standard operating procedures at least annually for revision and continuous improvement.

GOOD LLC orientation for new agents will include a summary overview of all training modules, which include: compliance, regulation, and law; standards of conduct and reasons for dismissal; agent's role in GOOD LLC's overall operations, marijuana science and GOOD LLC's commitment to science-based operations; cultivation safety; cultivation security; emergency management; the agent's role in inventory management and diversion prevention; recordkeeping; controlled access management; sanitation and hygiene; quality assurance and quality control; recall and withdrawal; marijuana cultivation methods; propagation and cloning; plant care; cultivation environment; methods of fertilization; the nutritional requirements of marijuana plants at various growth stages, including without limitation, proper mixing and application of nutrients, irrigation practices, and signs of nutrient deficiencies and toxicities; the methods for recognizing and treating insect infestation and disease in marijuana plants and the procedures for responsible eradication and the safe disposal of plants and products affected; room care; the safe handling of equipment, including without limitation, lamps, electrical ballasts, pumps, fans, cutting implements, and other equipment for cultivation; harvest and post-harvest processing; and GOOD LLC's focus on quality operations and preventing product contamination.

All persons employed in the cultivation facility are required to have a working knowledge of the federal laws and regulations pertaining the use of pesticides, Good Agricultural Practices and Good Handling Practices. Due to the federal illegality of marijuana, GOOD LLC is not bound by many federal agency and department requirements such as those under the supervision of the Occupational Safety and Health Administration, the United States Department of Agriculture or the Federal Drug Administration, for example. However, GOOD LLC is committed to the furtherance of the regulated marijuana industry and will incorporate these standards, processes and best practices wherever applicable throughout the training and operations of the Good LLC.

No agent or consultant will begin working on-site prior to receiving orientation training or when any required critical training is eight weeks or more past due. All changes to laws and GOOD LLC policies and procedures will be communicated to all agents as soon as possible and an acknowledgement of understanding will be documented for each individual. Any variances from the policies and procedures will be approved by the Compliance Committee, reported to the Executive Management Team and properly documented internally. Agents will receive updated training annually and more often as necessary to maintain a safe and compliant growing operation.

The Compliance Committee oversees the Good LLC's activities in the area of compliance via a Compliance Program, as compliance infractions would impact the GOOD LLC's business operations or public image, in light of applicable government and industry standards. The Compliance Committee will work with the cultivation facility Cultivation Manager and the Human Resources Manager to craft training that meets educational objectives in terms of compliance with pertinent regulations from the Alaska Marijuana Control Board and other oversight bodies. In addition, GOOD LLC will maintain active and ongoing membership with the National Cannabis Industry Association and the American Herbal Products Association. Each association holds local seminars across the country to educate members on industry best practices, as well as current federal and state marijuana laws and how they are evolving, including relevant trends in public policy and government oversight in Alaska.

Specialized areas of training provided by other managers or third-party consultants will be determined, as necessary, by the Executive Management Team. Marijuana law provisions and related training will be

continuously evaluated and improved to ensure curricula is updated, consistent and thoroughly covers the strategy. Input from agents on training deficiencies will be considered when modifying training modules or schedules. The Compliance Committee will determine the need for retraining agents after each training module update or modification. The Compliance Committee will also ensure training content and presentations from third-party trainers meet the needs and requirements of GOOD LLC. The Compliance Committee and members of the Executive Management Team will receive training and guidance from contracted consultants as well as external resources, as necessary. Training will be tailored to the roles and responsibilities of the job function of each agent.

GOOD LLC will employ Training Needs Assessments, which focus on gathering data that is useful to agents and trainers in improving behaviors and skills directly linked to the training program in which they are participating. These agent assessment tools provide each participant with an opportunity to receive feedback from those who see their performance regularly so that they can create an action plan to apply GOOD LLC training most effectively. All agents will be assessed using a Skills Gap Analysis, which will help determine gaps in agent skills and understanding to help optimize organizational growth and compliance. For each GOOD LLC position a custom assessment benchmark will be established to test all employees against, comparing results and using them to better understand gaps in skills and understanding for future modification of training programs. Employee annual appraisals will also be conducted to help determine which employees have the skills necessary for promotion or taking on other additional responsibilities. Additionally, GOOD LLC will perform qualitative assessments, which will test agents on required soft skills such as communication, leadership, management and organizational skills.

New agent orientation includes a summary overview of all training modules and a review of the Onboarding and Training Manual (O&T Manual). The O&T Manual provides in-depth information on the cultivation facility policies and procedures and outlines mandatory training, including the strategy. Each agent must receive, read, and acknowledge their understanding of the material covered in the O&T Manual. All agents will be trained by the Compliance Committee, in coordination with the Human Resources Manager, as well as any other relevant management personnel, and must continually demonstrate a working knowledge of training materials as a condition of employment.

All agents will receive a position specific to the O&T Manual, a GOOD LLC Employee Manual, and attend and complete all new agent orientation prior to commencing employment. Orientation is a formal welcoming process that is designed to make the new agent feel comfortable, informed about GOOD LLC, and prepared for their new position. New agent orientation is conducted by the Compliance Committee, in coordination with the relevant management representative(s), and includes an overview of GOOD LLC's history, an explanation of GOOD LLC's core values, vision, and mission; and GOOD LLC's goals and objectives. In addition, the new agent will be: given an overview of benefits, tax, and legal issues; provided time to complete any necessary paperwork; given all codes, access cards, keys, and procedures needed to navigate within the workplace; introduced to the support staff and management personnel throughout the facility; instructed regarding the job description; informed about GOOD LLC evaluation procedures; and helped with getting started on specific job functions.

GOOD LLC will enhance standard operating procedures education with detailed, targeted training in the form of both instructor-led classroom lessons and self-paced computer and web-based modules. This will include ongoing educational campaigns and goal-driven knowledge building efforts that are

encouraged by management. All such training efforts will be documented in detail, including all training materials and attendance records, and made available to the Alaska Marijuana Control Board upon request.

The Compliance Committee must regularly review information from external sources including unit managers, law enforcement, trade associations, advocacy groups, and list serves related to GOOD LLC policies and procedures and report findings to the Executive Management Team, which will review all findings and, if necessary, will coordinate any recommended changes or additions to the Compliance Program with the Compliance Committee.

Section 5: Waste Disposal

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

Pursuant to 3 AAC 306.740, GOOD LLC developed written standard operating procedures to promote good growing and handling practices, including all aspects of waste products, and the control thereof. GOOD LLC will leverage its tenured team of professionals and subject matter experts to refine and implement these standard operating procedures and use them as a foundation for training all registered grower cultivation agents. The Compliance Committee is responsible for ensuring all standard operating procedures are reviewed by subject matter experts at least annually for accuracy and adherence to compliance and best practices.

The Cultivation Manager, in conjunction with the Compliance Committee and Inventory Manager, will implement a Waste Disposal Plan that is fully compliant with the Alaska Marijuana Control Board regulations and local laws. The Waste Disposal Plan will incorporate Good Agricultural Practices, Good Handling Practices and Good Manufacturing Practices to ensure product safety and adherence to best practices of traditional agricultural, manufacturing and pharmaceutical operations. All green waste generated from normal cultivation facility activities, excess production, contamination, adulteration, product expiration, or lack of suitability for human consumption will be securely stored, rendered unusable, and disposed of in an approved manner. GOOD LLC will implement best practices to streamline effective and responsible waste disposal procedures in an effort to prevent unauthorized diversion, misuse, product loss, or environmental contamination.

GOOD LLC will not produce or maintain quantities of marijuana in excess of what is needed for normal, efficient operation and to meet the needs of customers. Prior to disposal, green waste will be securely stored in a locked compartment that is located in an area under video surveillance and kept quarantined from all usable marijuana products and marijuana plants in order to prevent contamination. Prior to disposal, marijuana waste will be rendered unusable and returned to the secure storage location immediately after being rendered unusable. After being rendered unusable, mixed marijuana waste will be securely stored until it is transported by a local compost Good LLC, who will remove all destroyed green waste mixture from the licensed premises on a weekly basis for disposal by composting.

The secure area used for the storage and mixing of marijuana waste will be securely locked and protected from unauthorized entry, other than during the time required to move or render marijuana unusable, or prepare mixed waste for transport to the specified disposal facility. Green waste will be stored and disposed of in a manner that: minimizes the development of odors that could present a public nuisance; minimizes the potential for such waste to attract, harbor, or become a breeding place for pests; protects against contamination of marijuana, contact surfaces, other areas of the licensed premises, water supplies, site grounds; and prevents diversion, theft, or loss of marijuana waste; and ensures traceability through internal documentation and real-time electronic tracking in the automatic data processing/point-of-sale system.

The cultivation facility will produce quantities of sewage waste consistent with a facility with a similar size staff. The adequacy of the plumbing system will assure that no sewage or other liquid waste will

contaminate areas surrounding the cultivation facility or the potable water line. GOOD LLC will not produce toxic wastewater or runoff during the cultivation of marijuana. All wastewater and runoff will be recycled and reapplied into the irrigation cycle. This goal will be achieved through the successful collection of all runoff water generated during cultivation facility operations and the processing of this runoff water through proper filtration and reconditioning procedures that will ensure impeccable water quality prior to reapplication.

To help ensure all runoff water is kept clean of contaminants prior to recycling and reapplication, GOOD LLC will use organic supplementary resources whenever possible. Organic supplementary resources will aid in efforts to eliminate exposure to harmful pesticides, synthetic additives, and the creation of toxic wastewater. Backflow prevention devices will be installed on all incoming water sources to protect against contamination from cultivation waste.

The cultivation facility Cultivation Manager will also ensure that any spills are cleaned up immediately, runoff is reduced, and irrigation is adjusted to reflect plant needs in an effort to reduce water consumption, and ultimately, water waste. These water preservation efforts extend to ensure the safety of employees, consumers and the environment. If an event requiring the treatment of wastewater or runoff occurs, the GOOD LLC will dispose of wastewater according to procedures outlined by the local municipal wastewater treatment plant.

GOOD LLC employed an industry best practice expert to assist in the development of all standard operating procedures. The cultivation facility Cultivation Manager is assigned responsibility for enforcing the contained policies and procedures. All waste, including waste composed of or containing finished marijuana and marijuana products, will be stored, secured, locked and managed in accordance with state laws and regulations.

All disposed waste will be recorded in the Waste Disposal Log with details pertaining to the date of disposal, type and quantity of waste disposed of and the manner of disposal. The cultivation facility Cultivation Manager will also report any verifiable incident of unauthorized destruction of marijuana to the Alaska Marijuana Control Board and law enforcement.

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

Pursuant to 3 AAC 306.740, GOOD LLC will ensure all green waste is weighed and documented in the system prior to being transferred to the Secure Waste Storage. All green waste will be ground, rendered unusable and incorporated with non-marijuana, compostable waste until the mixture contains less than 50% marijuana plant material. Non-marijuana compostable waste used will primarily be used media (cocoa fibers, earthworm castings, etc) used to grow marijuana/cannabis plants. When enough used grow media is unavailable GOOD LLC will use Bokashi Compost to render all marijuana unusable. A local compost Good LLC will remove all unusable green waste mixture from the licensed premises on a weekly basis for disposal. It is GOOD LLC's policy that green waste may not be mixed with or disposed with other general solid waste produced at the facility, and will be managed separately. GOOD LLC prohibits the destruction or disposal of marijuana waste in any manner other than specified herein. Improper destruction or disposal of any type of waste by a cultivation agent is cause for termination as will be clearly detailed in the Good LLC's operation manual and agent handbook.

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:

Pursuant to 3 AAC 306.740, GOOD LLC will implement best practices to streamline effective and responsible waste disposal procedures in an effort to prevent unauthorized diversion, misuse, product loss, or environmental contamination. All marijuana waste generated from normal cultivation facility activities, excess production, contamination, adulteration, product expiration, or lack of suitability for human consumption will be securely stored. GOOD LLC will ensure all marijuana waste is weighed and documented in the automatic data processing/point-of-sale system prior to being transferred to the Secure Waste Storage. All marijuana waste will be ground, rendered unusable and incorporated with non-marijuana, compostable waste until the mixture contains less than 50% of marijuana plant material.

The Cultivation Manager, Compliance Committee, and Executive Management Team developed a unique set of standard operating procedures and best practices to ensure all marijuana waste is rendered unusable for any purpose which it was grown or produced before it leaves the cultivation facility. Each cultivation agent will receive training in order to ensure the proper disposal of marijuana waste is in accordance with GOOD LLC's policies.

Each cultivation agent (agent) will be required to check the automatic data processing/point-of-sale system and relevant internal logs to determine the recordkeeping requirements for marijuana waste disposal. Each plant waste container containing marijuana waste will be individually weighed for each single harvest batch. Agents will properly store all marijuana waste after it has been recorded and documented to Secure Waste Storage. Non-marijuana waste will be added to ground marijuana waste until the mixture contains more than 50% of non-marijuana waste. Waste will be mixed using a Poly Scoop shovel to ensure the marijuana waste is rendered unusable and unrecognizable.

Agents will properly secure storage containers once disposable content exceeds more than 50% of non-marijuana waste. The Waste Disposal Log and automatic data processing/point-of-sale system entries will be updated to meet GOOD LLC's recordkeeping requirements. Agents will sanitize and clean all supplies, equipment, and work surfaces that were exposed to marijuana and non-marijuana waste. The Cultivation Manager will work closely with agents at the cultivation facility to coordinate pick-up and disposal of all generated waste.

Section 6: Transportation

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

Pursuant to 3 AAC 306.750, GOOD LLC requires all final packages containing marijuana to be recorded within the automatic data processing/point-of-sale system and assigned a unique package number at the time of sealing, which will be printed on a label affixed to the package along with all product information required by the Alaska Marijuana Control Board, including the date and time of the sealing of the package for shipment. All packages will clearly indicate the name and signature of the cultivation agent who prepared and sealed the package for shipment, the time of sealing, which will be printed on a label affixed to the package, the name and address of GOOD LLC's licensed facility where the package was sealed for shipment, and the shipment identification number of the package.

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

Pursuant to 3 AAC 306.750, it is GOOD LLC's policy that all marijuana and marijuana products in the process of transport are maintained in a locked, opaque storage container that has a separate key or combination pad and has GPS tracking capabilities. These shipping containers will be bolted to the interior of the transportation vehicle, which will be an opaque, non-descript cargo van.

GOOD LLC will utilize proprietary secure steel shipping containers to store marijuana and marijuana products throughout all transportation activities. These secure shipping containers are designed and manufactured specifically for the secure transport of marijuana and marijuana products and to exceed state regulatory requirements. These secure shipping containers are accessible only through programmable security codes, which will be created and programmed at the cultivation facility prior to transport by the Transportation Manager or a transportation agent. This code will be delivered via secure electronic delivery service to the destination manufacturing or retail facility prior to delivery. The transportation agents will not have access to the security codes and are unable to open the secure shipping containers without a notification being sent to the Transportation Manager concerning a possible security breach. GOOD LLC policy requires that each secure shipping container be equipped with a GPS and have tamper-evident tape applied over the access point of the container prior to transport.

These secure shipping containers have a GPS function that restricts access to the shipping container unless the GPS registers that the shipping container is at the address of the intended destination location, even if the correct security code has been entered. Prior to transport, the Transportation Manager will program the shipping container with the destination address and the transportation agents will be unable to open the secure shipping containers until the destination is reached and the correct code is entered, providing an extra layer of security. The shipping containers are traceable using a secure mobile application that will provide the exact location of the shipping container and transport vehicle at all times.

The Transportation Manager will have access to this secure digital tracking service via smartphone and Good LLC computer and will monitor transportation activities throughout the duration of the transportation event. In addition, detection notifications will alert the Transportation Manager of all access attempts and access points. These notifications will be designed and utilized to alert the Transportation Manager if a shipping container detects unauthorized access attempts, tampering, or damaging conditions. The shipping containers used for transport can withstand a certain "time of violence" that is at least 10 minutes in duration.

Section 7: Signage and Advertising

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

****this is not regulation for signage as it applies to a cultivation center****

Pursuant to 3 AAC 306 and standard industry best practices, there will not be any signage on the exterior of the cultivation facility that include GOOD LLC's business name, as the facility will remain as anonymous as possible for the safety of operations and our employees. The address of the cultivation facility will be posted on the exterior of the building and visible from the street, but will only be made available in external communications to appropriate parties that have a need to know. All external signage will be maintained in compliance with applicable State and city laws and regulations.

Section 8: Minor Control Plan

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

Pursuant to 3 AAC 306.430 and standard industry best practices, GOOD LLC will utilize a combination of physical design features, technologies, and procedures to prevent unauthorized entry. The cultivation facility will operate from a non-descript, preexisting concrete masonry unit structure. GOOD LLC has engaged a local security firm to perform a risk analysis, threat and vulnerability assessments to incorporate methodologies based on Crime Prevention Through Environmental Design (CPTED), which is a multi-disciplinary approach through environmental design that encompasses architectural security elements, electronic security systems, and organizational security elements.

GOOD LLC will secure and monitor access to facility through the installation and use of a highly secured access control system. The access control system will be used to monitor and record the movement of personnel onto the site, into the building and throughout the facility, and selectively allow and prevent access to restricted areas.

Entry through a private entrance door and a minimum of two additional locked doors is necessary to reach any room where marijuana is present. All doors will be 18-gauge hollow metal with commercial-grade I, commercial locks. Exterior doors and restricted access entries will be equipped with electric strike and electronic access hardware that automatically lock. Emergency door systems are connected to access control and alarms systems that will produce an audible alarm if the door is opened. Inter-system connectivity will exist for alarm, access control and surveillance systems.

A high security fence will border the perimeter of the site with one access gate for all ingress and egress, with the gate controlled via key FOB. Additional features include adequate security lighting, barrier delay countermeasures, metal mesh guards over HVAC openings, and landscaping, which will be maintained to easily detect unauthorized activity and prevent concealment. GOOD LLC will require a recurring annual third-party security audit for the re-evaluation and analysis of all installed physical security

It is GOOD LLC's policy and state law that no persons under the age of 21 are employed or allowed to gain authorized access at the cultivation facility. GOOD LLC developed a Visitation Protocol to ensure all visitors are required to present a valid government-issued identification card to confirm identity, age, and authenticity. All scheduled visitors that do not meet the minimum age requirement of 21 years old, will not be granted authorized access. If an unauthorized person refuses to leave, the cultivation agent handling the visitor intake may contact local law enforcement if the issue persists. The panic button may be used if the situation becomes life threatening, such as if a person begins making threats or brandishing a weapon.

Visitor Log

Cultivation facility access by anyone other than badged employees must be documented. Visitors must visibly display a visitor badge at all times and fill out columns 1-5 below.

[illegible]

Surveillance Access Log

Use this log to document all access to the DVR enclosure. A manager must be present for DVR enclosure access.

[illegible]

Waste Disposal Log

Use this log and follow Waste Disposal Procedures to record waste disposal in accordance with state requirements.

[illegible]



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GOOD LLC				
Physical Address:	1949 Frank Ave				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:					
Email Address:	akgoodcannabis@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<div>MJ-04 Full Operational Plan Supplemental</div>
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OFFICE USE ONLY

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

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

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

What additional information is required for cultivation facilities?

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

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

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

Section 1 – Establishment Information

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

Licensee:	Good LLC	License Number:	10166
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Good LLC		
Premises Address:	1949 Frank St.		
City:	Fairbanks	State:	ALASKA
		ZIP:	99708



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:

Pursuant to 3 AAC 306.420, the proposed marijuana cultivation facility is a two-story pre-existing structure that is 7324 square footage (“SF”) and is located at 1949 Frank Avenue. The spaces under cultivation for phase one include:

- Mother, which is 172.5 SF (15 SF x 11.5 SF) and includes 120 SF of plant canopy.
- Propagation/Vegetative 1, which is 500 SF (49.67 SF x 9 SF + 6 SF x 9 SF) and includes 230 SF of plant canopy.
- Propagation/Vegetative 2, which is 500 SF (49.67 SF x 9 SF + 6 SF x 9 SF) and includes 230 SF of plant canopy.
- Flowering 1, which is 1136 SF (28.4 SF x 40 SF) and includes 684 SF of plant canopy.
- Flowering 2, which is 1136 SF (28.4 SF x 40 SF) and includes 684 SF of plant canopy.
- Flowering 3, which is 405 SF (15 SF x 27 SF) and includes 225 SF of plant canopy.

The proposed site has open green space adjacent to the existing structure, which will be utilized to expand the cultivation facility and increase yield if demand dictates.



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:

Pursuant to 3 AAC 306.420, GOOD LLC will primarily utilize a soilless media base in fabric pots, using drip emitters served by an automatic fertigation injector system for nutrient delivery to marijuana plants. Marijuana requires three main macronutrients, including increased nitrogen in vegetation, increased phosphorous and potassium in flowering, as well as nine additional micronutrients and impeccable pH levels. GOOD LLC's subject matter experts, including tenured national marijuana consultants Denver Relief Consulting (DRC), have worked with environmental management solutions on nutrient formulas and rates to support the ideal and healthy growth of marijuana. DRC currently engages an ex-NASA Plant Scientist and University of Maryland Plant Science Professors on Research and Development projects to better understand nutrient delivery, plant uptake and leachate content in an effort to optimize irrigation management.

GOOD LLC will utilize two proprietary blends of growing media in the cultivation of all marijuana, as determined by the cultivation facility General Manager and DRC. The standard operating procedure implemented by GOOD LLC will provide guidelines for proprietary media mixing, packing, and amendments with inorganic materials, fertilizer and watering. Detailed instruction on operation of the system, nutrient dosing procedures and monitoring of hydroponic nutrients will be provided in the standard operating procedures. The dominant media blend being implemented is a predominantly inert, soilless media that harmonizes the strengths of organic methodologies with those of hydroponic cultivation, balancing yield, potency, terpene development and consistency, while limiting the potential for agent error by creating a buffer to fragile root systems. Pursuant to the Board and 3 AAC 306.420, the cultivation facility will implement procedures to maintain or improve soil/media organic matter content in a manner that does not contribute to contamination of crops, media, or water by plant nutrients, pathogenic organisms, heavy metals, or residues of prohibited substances. Soil and media temperatures will be maintained below 95°F at all times to prevent root rot. The Cultivation Manager may utilize any type of media that is safe for cultivation, but will rely mostly on a proven proprietary blend that includes coco fibers, worm castings, hydroton, vermiculite, mykos and perlite. The Cultivation Manager will consider the following when selecting plant medium: cleanliness, saturation rate, uniformity, availability, and cost. GOOD LLC plans to use the following medium:

1. Small Perlite - PlantIt;
2. Large Perlite;
3. Turpur Mix - Royal Gold;
4. Basement Mix - Royal Gold;
5. Coco Fiber - Royal Gold;
6. 30 LB Earthworm Castings;
7. 50 Liter Hydroton Clay Pellets;
8. Vermiculite;
9. Diatomaceous Earth; and
10. Mykos

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

Only greenhouse commercial-grade fertilizers that meet specification determined by the Cultivation Manager will be purchased to ensure maximum purity and solubility. Soluble-chemical fertilizers are an excellent choice for indoor container cultivation, as they dissolve in water and can be easily added to the growing medium. The Cultivation Manager is responsible for overseeing all fertilizer mixing and application in accordance with federal, state, and local regulations that are applicable to a specific fertilizer, if any. All fertilizers will be used in accordance with all label directions; for example, for application rates, for safe handling, etc. GOOD LLC will also utilize compost teas and materials. Compost teas and materials can result in positive coliform results if improperly applied to crops. Cultivation agents who apply compost will be properly trained in safe application to prevent contamination of the plant foliage. It is GOOD LLC's policy to avoid the acquisition and use of hazardous materials and pesticides, as such, hazardous materials and pesticides will only be acquired as a last resort. Cleaning compounds and cultivation agents used in the cultivation facility will be from microorganisms of public health significance, approved by the United States Environmental Protection Agency, and be safe and adequate under the conditions of use. Cleaning compounds and sanitizing agents, as well as pesticides, hazardous materials, if any, will be identified, stored, and used in a manner that protects against contamination of product constituents or contact surfaces. Implementing a supplementary CO₂ system can increase yield by 20-40% and is very common in agriculture. The Cultivation Manager will ensure that all CO₂ sensors are positioned near the center of the crop and not near a CO₂ outlet. The Cultivation Manager will also ensure that there is proper ventilation to provide an exchange of air when using CO₂. The Cultivation Manager will ensure that CO₂ levels are being documented with nutrient levels as a component of the formula. In addition to these responsibilities, the Cultivation Manager is responsible for ensuring that all cultivation agents are thoroughly trained on how to identify CO₂ poisoning, for both plants and humans, and how to respond appropriately to both of these situations. Emergency air evacuation and alarm systems will be installed in all rooms to detect and remove CO₂ and alert staff via audible and visual alarms in the event of an unsafe CO₂ concentration level.

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

Pursuant to 3 AAC 306 Article 4, GOOD LLC will implement safe and environmentally practical irrigation and waste water systems in the cultivation facility. The irrigation practices to be used in the cultivation facility will serve to prevent the generation of irrigation runoff, containing excess nutrients that could potentially pollute water supplies if not managed properly. Irrigation runoff will drain from containers to cultivation flood tables, will evaporate and be taken up by the HVAC system. Air handler condensate water will be purified and reused. Any applied nutrient water that isn't evaporated will be recaptured from the flood tables, purified and stored for future crop applications. These practices will ensure that no excess nutrients or chemicals enter public water supplies or pollute natural resources.

GOOD LLC will primarily employ the H.E. Anderson Feeder Injector System, which is a fully-automated injector system for irrigating and fertilizing marijuana plants. The H.E. Anderson is a highly recommended system due to the efficiency and effectiveness of the system. A component of the H.E. Anderson Feeder Injector System, the Anderson Aqua controller, allows cultivation staff to program multiple EC and nutrient set points. This will ensure that crop applications are directly pulled from a mixing tank to vegetative and flowering rooms via hard supply lines in each room. The Cultivation Manager, in coordination with the H.E. Anderson's system manufacturer, will program the injector system to deliver the appropriate volume and concentration of nutrients to each room, depending on the phase of growth of the plants within the designated room. The Cultivation Manager and all cultivation agents will operate the H.E. Anderson Feeder Injector System in accordance with manufacturer's instructions.

The H.E. Anderson Feeder Injector System will be connected to stock tanks containing GOOD LLC's proprietary nutrient solutions, which will be manually mixed in accordance with the Nutrient Mixing and Application Procedure developed by the Cultivation Manager and marijuana industry experts Denver Relief Consulting, and in compliance with the Nutrient Management Plan. Accurate measuring, mixing, and scheduling of nutrient solutions are critical for maintaining plant health and product quality. Nutrients must be stored and handled in accordance with the manufacturer's label instructions. Feeding schedules will be adjusted when plants in a given room reach a phase of growth that requires a different nutrient recipe according to the Nutrient Mixing and Application Procedure.

If GOOD LLC's cultivation facility does generate liquid marijuana waste, GOOD LLC's liquid waste disposal methods will be in full compliance with local water laws and will not allow disposal of marijuana products or any plant material to enter the local wastewater collection system, storm drain system, or any unsecured rubbish disposal system. GOOD LLC will adhere to sewer discharge limitations and prohibitions and general water regulations contained in local and state laws and regulations. Though measures will be in place to prevent the generation of liquid marijuana waste, any liquid marijuana waste produced will be disposed of in the on-site septic system. Liquid waste containing nutrient residues, marijuana, or by-products of marijuana at the cultivation facility will be disposed of in compliance with the Alaska Environmental Protection Act and all local laws. The cultivation facility's plumbing system will be periodically inspected to assure that sewage and other liquid waste are adequately transported from the facility via waste water lines that pose no threat of crossing with potable water lines.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

If GOOD LLC's cultivation facility does generate liquid marijuana waste, GOOD LLC's liquid waste disposal methods will be in full compliance with local water laws and will not allow disposal of marijuana products or any plant material to enter the local wastewater collection system, storm drain system, or any unsecured rubbish disposal system. GOOD LLC will adhere to sewer discharge limitations and prohibitions and general water regulations contained in local and state laws and regulations. Though measures will be in place to prevent the generation of liquid marijuana waste, any liquid marijuana waste produced will be disposed of in the on-site septic system. Liquid waste containing nutrient residues, marijuana, or by-products of marijuana at the cultivation facility will be disposed of in compliance with the Alaska Environmental Protection Act and all local laws. The cultivation facility's plumbing system will be periodically inspected to assure that sewage and other liquid waste are adequately transported from the facility via waste water lines that pose no threat of crossing with potable water lines.

The bathrooms and floor drains in the cultivation facility will be connected to an approved on-site septic system. All liquid waste potentially containing marijuana solids or residues, nutrients, chemicals, or any other potential pollutant will be disposed of in the on-site septic system, which will be pumped by a permitted septic disposal service as needed. GOOD LLC does not anticipate needing to have the tanks pumped because bacteria will break down the liquid waste before it is discharged to the drain field on-site. However, a permitted septic disposal service will be used if a clog or other issue arises that impacts the system's operation.

The cultivation facility's septic system will be periodically checked to assure that sewage, wastewater, and other liquid waste are adequately transported from the facility to the on-site septic system via waste water lines that pose no threat of crossing with potable water lines. Disposal of liquid chemical waste will be executed in full compliance with federal, state and local laws and regulations as well as in accordance with instructions on the product's label and any material safety data sheet (SDS), if applicable.

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:

Pursuant to 3 AAC 306.430, GOOD LLC will ensure that the cultivation facility does not emit an odor that is detectable to the public from outside of the facility by implementing specific design consideration, equipment, environmental controls, and procedural standards. Proper odor control in any cultivation facility is paramount for facility security and the maintenance of good relationships with the surrounding community. GOOD LLC recognizes odor from any marijuana operation could become disruptive to the community if not properly managed. However, GOOD LLC does not anticipate having issues with marijuana odor in a manner that would create an environmental nuisance. GOOD LLC has selected odor control equipment and ventilation systems that will ensure that all marijuana inside the cultivation facility has little or no detectable odor from the exterior of the building. Two independent air-filtration technologies and one type of air purification device will be utilized to destroy air-borne pathogens and eliminate marijuana odor inside and outside of the cultivation facility. GOOD LLC will establish minimum indoor air quality standards to enhance indoor air quality performance and contribute to the health and well-being of the occupants and neighbors. GOOD LLC will maintain superior air quality inside the cultivation facility for occupants by investing in air-scrubbing technology. GOOD LLC will incorporate active carbon and high-efficiency particulate air (HEPA) filtration in all areas of the cultivation facility and ozone generators in unoccupied areas of the cultivation facility. The incorporation of these technologies and methods will help limit the spread of contaminants to other areas inside the structure and will aid GOOD LLC in acting as good neighbors and maintaining clean and healthy internal and external environments. HEPA filters provide a very high level of filtration efficiency for small and large particulate contaminants and are widely applied in air filtration and air purification applications to control airborne particulate levels. A filter must capture a minimum of 99.97% of contaminants at 0.3 microns in size in order to meet U.S. standards for HEPA classification. HEPA filters are even more efficient in removing particles that are smaller than 0.3 microns and larger than 0.3 microns. All mechanical air-handling units in the cultivation facility will be outfitted with commercial HEPA filters. These filters will serve all spaces and will be used not just for odor control, but to assist in mitigating environmental contaminants by catching airborne particulates, infectious agents, and pests, if present. HEPA filters will be added on the return side of all air-handling units serving the cultivation facility. In addition, ultraviolet light emitters will be installed ahead of these HEPA filters in the return duct, which will aid in the destruction of additional microorganisms in the room air. Filters will be replaced in accordance with manufacturer's recommendations.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Section 5 – Testing Procedure and Protocols

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

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

I understand and agree that:

Agree Disagree

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



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

Pursuant to 3 AAC 306.455 and 3 AAC 306.465, GOOD LLC will ensure it selects and utilizes an independent testing laboratory (laboratory) that has adopted a standard operating procedure to test marijuana that is approved by an accreditation body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement. The Cultivation Manager, in coordination with Compliance Committee, will select a laboratory registered with the state to perform statistically valid sampling methods to test, evaluate, and analyze marijuana batch samples to determine if pre-condition requirements established by the Alaska Marijuana Control Board and intended product specifications are met, prior to beginning operations at the licensed premises. Upon licensure, the Compliance Committee will review a list of those laboratories approved and registered by the state and develop a scoring rubric to compare each based on team qualifications, testing experience, pricing, services offered, sampling methods, testing limitations and proximity, and select the highest scorer. The selection process and updating the rubric will occur annually at a minimum. GOOD LLC's Compliance Committee will ensure that 1) the laboratory will follow standard operating procedures (“SOPs”) to confirm or refute original test results of product in the event a result falls out of specification, by retaining a sample of all batches for verification by a second laboratory, if needed. GOOD LLC will also require that laboratory SOPs are included as addenda to the services contract executed with the laboratory; 2) any laboratory contracted and utilized for marijuana sampling and testing services include in their services agreement, and be bound to a requirement, that a certificate of analysis will be issued and provided to GOOD LLC's Compliance Committee for each test accomplished.

Each certificate of analysis will be uploaded to GOOD LLC's automatic data processing/point-of-sale system in the corresponding batch record; 3) independent testing laboratories contracted and utilized for marijuana sampling and testing services include in their services agreement that all testing sample remains will be destroyed in accordance with State regulations. The laboratory will be required to provide a written description of the quantity of the sample used and disposed of in the analysis, as well as the timing and method of waste disposal; and 4) laboratories utilized for sampling and testing services include in their services agreement that a certificate of analysis will be issued to GOOD LLC's Compliance Committee for each test, to report batch conformance to THC, THCA, CBD, CBDA, CBG and CBN, and that terpene profiles are in accordance with and contaminants do not exceed the levels as required by the American Herbal Pharmacopoeia monograph.

GOOD LLC will establish a relationship with an Alaska Marijuana Control Board approved independent testing laboratory with marijuana testing protocols and methods. Immediately after drying and curing is complete, the Cultivation Manager will make each batch of marijuana available for sampling and testing by the Compliance Committee. The Cultivation Manager will direct the Compliance Committee to collect random, homogenous samples of each finished batch and facilitate their transportation to the selected laboratory where they will be analyzed in accordance with scientifically valid methods. Samples must be handled, transported, and stored in a manner that prevents contamination. All samples will be transported in a secured, locked container that fulfills the transportation storage requirements pursuant to the Alaska Marijuana Control Board regulations. A detailed chain of custody must be maintained at all times and a receipt must be provided for all samples taken. A shipping manifest will be completed and securely transmitted to the laboratory receiving the samples. Any motor vehicle transporting the marijuana samples will travel directly from the cultivation facility to the laboratory and will not make any stops except to other laboratories, for refueling purposes, or in case of emergency.



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:



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

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

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

Pursuant to 3 AAC 306.430, GOOD LLC will utilize a combination of physical design features, technologies, and procedures to prevent any marijuana at the cultivation facility from being observed by the public from outside the facility, primarily through housing operations in a discreet, opaque and windowless existing concrete building. GOOD LLC will secure and monitor access to facility through the installation and use of a highly secured access control system. The access control system will be used to monitor and record the movement of personnel onto the site, into the building and throughout the facility, and selectively allow and prevent access to restricted areas. GOOD LLC will utilize a stand-alone surveillance system, including a combination of fixed, pan-tilt-zoom 180 degree and 360 degree cameras throughout the facility to provide continuous monitoring and surveillance. Entry through a private entrance door and a minimum of two additional locked doors is necessary to reach any room where marijuana is present. All doors will be 18-gauge hollow metal with commercial-grade I, commercial locks. Exterior doors and restricted access entries will be equipped with electric strike and electronic access hardware that automatically lock. Emergency door systems are connected to access control and alarms systems that will produce an audible alarm upon door opening. Inter-system connectivity will exist for alarm, access control and surveillance systems.

A high security fence will border the perimeter of the operational and loading areas with one access gate for all ingress and egress, with the gate controlled via key FOB. Additional features include adequate security lighting, barrier delay countermeasures, metal mesh guards over HVAC openings, and landscaping, which will be maintained to easily detect unauthorized activity and prevent concealment. GOOD LLC will require a recurring annual third-party security audit for the re-evaluation and analysis of all installed physical security.

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.

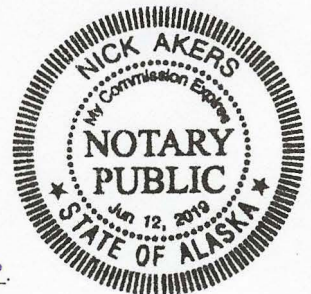
Signature of licensee

Printed name

Subscribed and sworn to before me this 25th day of May, 20 16.

Notary Public in and for the State of Alaska.

My commission expires: 6/12/19



Cultivation Application

Form 04: Marijuana Cultivation Facility

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:

Pursuant to 3 AAC 306.420, the proposed marijuana cultivation facility is a two-story pre-existing structure that is 7324 square footage ("SF") and is located at 1949 Frank Avenue. The spaces under cultivation for phase one include:

- Mother, which is 172.5 SF (15 SF x 11.5 SF) and includes 120 SF of plant canopy.
- Propagation/Vegetative 1, which is 500 SF (49.67 SF x 9 SF + 6 SF x 9 SF) and includes 230 SF of plant canopy.
- Propagation/Vegetative 2, which is 500 SF (49.67 SF x 9 SF + 6 SF x 9 SF) and includes 230 SF of plant canopy.
- Flowering 1, which is 1136 SF (28.4 SF x 40 SF) and includes 684 SF of plant canopy.
- Flowering 2, which is 1136 SF (28.4 SF x 40 SF) and includes 684 SF of plant canopy.
- Flowering 3, which is 405 SF (15 SF x 27 SF) and includes 225 SF of plant canopy.

The proposed site has open green space adjacent to the existing structure, which will be utilized to expand the cultivation facility and increase yield if demand dictates.

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

Pursuant to 3 AAC 306.420, GOOD LLC will primarily utilize a soilless media base in fabric pots, using drip emitters served by an automatic fertigation injector system for nutrient delivery to marijuana plants. Marijuana requires three main macronutrients, including increased nitrogen in vegetation, increased phosphorous and potassium in flowering, as well as nine additional micronutrients and impeccable pH levels. GOOD LLC's subject matter experts, including tenured national marijuana consultants Denver Relief Consulting (DRC), have worked with environmental management solutions on nutrient formulas and rates to support the ideal and healthy growth of marijuana. DRC currently engages an ex-NASA Plant Scientist and University of Maryland Plant Science Professors on Research and Development projects to better understand nutrient delivery, plant uptake and leachate content in an effort to optimize irrigation management.

GOOD LLC will utilize two proprietary blends of growing media in the cultivation of all marijuana, as determined by the cultivation facility General Manager and DRC. The standard operating procedure implemented by GOOD LLC will provide guidelines for proprietary media mixing, packing, and amendments with inorganic materials, fertilizer and watering. Detailed instruction on operation of the system, nutrient dosing procedures and monitoring of hydroponic nutrients will be provided in the standard operating procedures. The dominant media blend being implemented is a predominantly inert, soilless media that harmonizes the strengths of organic methodologies with those of hydroponic cultivation, balancing yield, potency, terpene development and consistency, while limiting the potential for agent error by creating a buffer to fragile root systems. The media blend will follow the USDA organic standards for production.

Pursuant to the Board and 3 AAC 306.420, the cultivation facility will implement procedures to maintain or improve soil/media organic matter content in a manner that does not contribute to contamination of crops, media, or water by plant nutrients, pathogenic organisms, heavy metals, or residues of prohibited substances. Soil and media temperatures will be maintained below 95°F at all times to prevent root rot. The Cultivation Manager may utilize any type of media that is safe for cultivation, but will rely mostly on a proven proprietary blend that includes coco fibers, worm castings, hydroton, vermiculite, mykos and perlite. The Cultivation Manager will consider the following when selecting plant medium: cleanliness, saturation rate, uniformity, availability, and cost. The Cultivation Manager will assign responsibilities for medium testing, will test the media prior to each use for pH level, temperature, and pests. GOOD LLC plans to use the following medium:

1. Small Perlite - PlantIt;
2. Large Perlite;
3. Tupur Mix - Royal Gold;
4. Basement Mix - Royal Gold;
5. Coco Fiber - Royal Gold;
6. 30 LB Earthworm Castings;
7. 50 Liter Hydroton Clay Pellets;

8. Vermiculite;
9. Diatomaceous Earth; and
10. Mykos.

The following are also taken into consideration by the Cultivation Manager:

Electrical conductivity (EC), or salinity, is a measure of the ability of a solution to conduct electricity. That ability is directly related to the amount of ions of salts dissolved into the solution. Roots draw nutrient solution up the plant by the process of osmosis. Osmosis is the tendency of the fluids to pass through a semi-permeable membrane and mix with each other until the fluids are equally concentrated on both sides of the membrane. Semi-permeable membranes located in the root hairs allow specific nutrients that are dissolved in the water to enter the plant while other nutrients and impurities are excluded. Since salts and sugars are concentrated in the roots, the EC inside the roots is almost always higher than outside the roots. Transporting the nutrients by osmosis works because it depends on relative concentrations of each individual nutrient on each side of the membrane; it does not depend on the total dissolved solids or EC of the solution. For nutrients to be drawn in by the roots via osmosis, the strength of the individual elements must be greater than that of the roots. However, the transport of water (instead of nutrients) across the semi-permeable membrane *does* depend on EC. If the EC is greater outside the roots than inside, the plant dehydrates as the water is drawn out of the roots. Reverse-osmosis machines convert tap water to purified water with an EC close to 0.

pH is a logarithmic measure of the acid-alkaline balance in soil or water. A pH of 1 is the most acidic solution, 7 is neutral, and 14 is the most alkaline. In other words, pH is a measure of the free positively charged Hydrogen ions (H^+) in a solution. The more Hydrogen ions in the solution, the more acidic it is and the lower the pH value. The effect of source water pH on plants is different depending on whether the grower is using soilless media or hydroponic methods. Marijuana can be grown in hydroponic solutions with a pH as low as 5.5, but it does best when grown in soil or water with a pH range of 5.8-6.5, which is slightly acidic. All plant nutrients are water soluble in this range so they are readily available to the plants. Outside of this range they become less available. Nutrient uptake and pH are addressed in further detail below.

Incorrect pH contributes to most serious nutrient disorders in organic-soil gardens. Many complex biological processes occur between organic fertilizers and the soil during nutrient uptake. The pH is critical to the livelihood of these activities. When the pH fluctuates in a hydroponic garden, the nutrients are still available for uptake, meaning the pH is not as critical. EC is the most critical indicator of plant health and nutrient uptake in hydroponic cultivation.

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

GOOD LLC is research-driven in its intent to create a world-class marijuana cultivation facility, which starts with robust data collection and analysis. GOOD LLC's fertigation system will integrate with a building automation system and scores of sensors throughout the facility, which will control and collect data from lighting, mechanical and irrigation systems, allowing GOOD LLC to gain a thorough understanding of how each environmental factor affects plant output. Inventory management and plant application of products, schedules and rates for all fertilizers, growth additives and other crop inputs will be manually documented within the automatic data processing/point-of-sale system and the Crop Input Log by cultivation agents, as well as all crop input applications automatically by the fertigation system. Each system will be capable of producing reports from all crop application data collected, which will be compared against environmental conditions in each space to understand overall optimal conditions for each strain of marijuana grown. The optimization of crop inputs will be regularly monitored and revised by the Cultivation Manager to achieve maximum efficiency and environmental stewardship of operations.

Appropriate personal protective equipment (PPE) must be worn at all times, according to the requirements of the job task. Manufacturing agents will be encouraged to contact their supervisor and reference the PPE job hazard analysis if in need of PPE or if questions arise. Agents must wear approved eye and face protection when sawing, grinding, drilling, using air tools or performing any other task that could generate flying debris. When working with hazardous chemicals, agents must wear all PPE specified on the material safety data sheets (SDS) and/or manufacturer's label. Agents must wear gloves when handling harvested marijuana, metal, rough wood, fiberglass and other sharp objects. All agents must also wear a hard hat when there are overhead hazards. Appropriate non-slip footwear and specific pocket-less uniform items must be worn as required.

The Cultivation Manager will maintain a list of all the chemicals and products used within the processing facility. This list will be kept in the front of the SDS book. Each hazardous chemical on the inventory list has a corresponding SDS available for providing specific hazard information and personal protective measures. This list will be updated quarterly by the Safety Coordinator to remove chemicals that are no longer in use at the processing facility and to add new products.

The Cultivation Manager will implement fertilization methods appropriate for each crop including hand application chart, ebb and flow systems, and injection systems. Generally, small fertilizer doses will be applied to crops over a determined period of time to avoid over-feeding and burning of the leaves. The Cultivation Manager will only utilize fertilizers that are rated food or pure quality. Nutrient solutions, compost teas, and other substance mixtures applied to plants will be prepared by the Cultivation Manager or a designated, highly trained cultivation agent. Each application will be recorded in GOOD LLC's internal nutrient recipe records, assigned an internal identification number, and will be recorded in the Crop Application Log and the automatic data processing/point-of-sale system.

The chart below provides satisfactory elemental nutrient limits for indoor marijuana, expressed in ppm. Cultivation agents will use these ranges as a guide in order to avoid nutrient deficiencies or excesses.

Element	Average	Limits
Nitrogen	150-1000	250
Calcium	100-150	200
Magnesium	50-100	75
Phosphorus	50-100	80
Potassium	100-400	300
Sulfur	200-1000	400
Copper	0.1-0.5	0.5
Boron	0.5-5.0	1.0
Iron	2.0-10	5.0
Manganese	0.5-5.0	2.0
Molybdenum	0.01-0.05	0.02
Zinc	0.5-1.0	0.5

Only greenhouse commercial-grade fertilizers that meet specification determined by the Cultivation Manager will be purchased to ensure maximum purity and solubility. Soluble-chemical fertilizers are an excellent choice for indoor container cultivation, as they dissolve in water and can be easily added to the growing medium. The Cultivation Manager is responsible for overseeing all fertilizer mixing and application in accordance with federal, state, and local regulations that are applicable to a specific fertilizer, if any. All fertilizers will be used in accordance with all label directions; for example, for application rates, for safe handling, etc.

GOOD LLC will also utilize compost teas and materials. Compost teas and materials can result in positive coliform results if improperly applied to crops. Cultivation agents who apply compost will be properly trained in safe application to prevent contamination of the plant foliage.

Mobile nutrients — nitrogen (N), phosphorus (P), potassium (K), and magnesium (Mg)— are able to move from one portion of the plant to another as needed (translocate). For example, nitrogen accumulated in older leaves will translocate to younger leaves to solve a deficiency. The result is that deficiency symptoms appear on the older, lower leaves first.

Immobile nutrients — calcium (Ca), boron (B), chlorine (Cl), cobalt (Co), copper (Cu), iron (Fe), manganese (Mn), molybdenum (Mo), zinc (Zn), and sulfur (S)— do not translocate to new growing areas as needed. They remain deposited in their original place in older leaves. This is the reason their deficiency symptoms appear first in the upper, new leaves on top of the plant.

It is GOOD LLC's policy to avoid the acquisition and use of hazardous materials and pesticides, as such, hazardous materials and pesticides will only be acquired as a last resort. Cleaning compounds and cultivation agents used in the cultivation facility will be from microorganisms of public health significance, approved by the United States Environmental Protection Agency, and be safe and adequate under the conditions of use. Cleaning compounds and sanitizing agents, as well as pesticides, hazardous materials, if any, will be identified, stored, and used in a manner that protects against contamination of product constituents or contact surfaces.

Implementing a supplementary CO₂ system can increase yield by 20-40% and is very common in agriculture. The Cultivation Manager will ensure that all CO₂ sensors are positioned near the center of the crop and not near a CO₂ outlet. The Cultivation Manager will also ensure that there is proper ventilation to provide an exchange of air when using CO₂. The Cultivation Manager will ensure that CO₂ levels are being documented with nutrient levels as a component of the formula. In addition to these responsibilities, the Cultivation Manager is responsible for ensuring that all cultivation agents are thoroughly trained on how to identify CO₂ poisoning, for both plants and humans, and how to respond appropriately to both of these situations. Emergency air evacuation and alarm systems will be installed in all rooms to detect and remove CO₂ and alert staff via audible and visual alarms in the event of an unsafe CO₂ concentration level.

Monitoring Equipment Requirements

Any environmental monitoring and control equipment installed in the cultivation facility will be approved by the Cultivation Manager, and at a minimum:

1. Use a type-3 chemical detector capable of detecting carbon monoxide, low oxygen, CO₂, and explosive environments;
2. Provide 24-hour monitoring, text alerts and audible alarms;
3. Contain a supplemental power source that provides twenty-four hours of operation in the event of a power failure; and
4. Record and store at least thirty days of recordings including:
 - a. Light readings;
 - b. Temperature;
 - c. Humidity; and
 - d. Carbon dioxide levels.

Cleaning compounds and sanitizing agents must be free from microorganisms of public health significance, approved by the EPA, and be safe and adequate under the conditions of use. Cleaning compounds, sanitizing agents, pesticides, pesticide chemicals, and other toxic materials, if any, will be identified, stored, and used in a manner that protects against contamination of product constituents or contact surfaces. All hazardous materials and cleaning and sanitizing agents will be stored in an area that is completely separate from any area used for the production or storage of product constituents and low-THC cannabis or derivative products, whether in process or finished. Hazardous materials, including but not limited to toxic chemicals and flammable materials, may not be used or handled in production

areas where product constituents or contact surfaces are manufactured or exposed, unless those materials are necessary as follows:

1. To maintain clean and sanitary conditions;
2. For use in laboratory testing procedures, if applicable;
3. For maintaining or operating the facility or equipment; or
4. For use in the production operations, if no non-hazardous materials are available that can achieve the intended effect.

When hazardous materials must be used or handled in production areas, they will be used and handled in accordance with instructions on the SDS for that product and while using the appropriate PPE, then returned to the hazardous materials storage area promptly after use.

Cleaning compounds and cultivation agents used in cleaning and sanitizing procedures will be free from undesirable microorganisms and will be safe and adequate under the conditions of use. Compliance with this requirement may be verified by any effective means including purchase of these substances under a supplier's guarantee or certification and examination of these substances upon acquisition and prior to use for contamination.

Toxic or otherwise hazardous cleaning compounds, sanitizing agents, and other chemicals, if any, will be identified, held, and stored in a manner that protects against contamination of marijuana derivative products, product constituents, production surfaces, and packaging materials. All relevant regulations promulgated by other Federal, State, and local governments for the application, use, or holding of these products will be followed.

All parts of the cultivation facility premises will be kept neat, clean and free of litter and rubbish. Cleaning operations will be conducted in such a manner as to minimize contamination. Vacuum cleaning, wet cleaning, steam cleaning and other dustless methods will be used for cleaning floors, walls and ceilings, but dust-arresting sweeping compounds and push brooms may be employed for floors. All such cleaning, except emergency floor cleaning, will be done during periods when the least amount of product is exposed, such as between any harvest or before plants are moved into a room.

GOOD LLC will utilize only green products for all facility cleaning, ensuring not to contaminate any marijuana plants or areas where marijuana plants will be handled. No products will be used in an active area with plants and will be compliance.

Good LLC will use items such as Food Grade H2O2 (Hydrogen Peroxide), Signet Glass and Multi Surface Cleaner, and Signet Neutral Floor Cleaner in areas. These products are safe for both handlers and consumers and will be used according to their Safety Data Sheets (SDS).

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

Pursuant to 3 AAC 306 Article 4, GOOD LLC will implement safe and environmentally practical irrigation and waste water systems in the cultivation facility. The irrigation practices to be used in the cultivation facility will serve to prevent the generation of irrigation runoff, containing excess nutrients that could potentially pollute water supplies if not managed properly. Irrigation runoff will drain from containers to cultivation flood tables, will evaporate and be taken up by the HVAC system. Air handler condensate water will be purified and reused. Any applied nutrient water that isn't evaporated will be recaptured from the flood tables, purified and stored for future crop applications. These practices will ensure that no excess nutrients or chemicals enter public water supplies or pollute natural resources.

GOOD LLC will primarily employ the H.E. Anderson Feeder Injector System, which is a fully-automated injector system for irrigating and fertilizing marijuana plants. The H.E. Anderson is a highly recommended system due to the efficiency and effectiveness of the system. A component of the H.E. Anderson Feeder Injector System, the Anderson Aqua controller, allows cultivation staff to program multiple EC and nutrient set points. This will ensure that crop applications are directly pulled from a mixing tank to vegetative and flowering rooms via hard supply lines in each room.

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If GOOD LLC's cultivation facility does generate liquid marijuana waste, GOOD LLC's liquid waste disposal methods will be in full compliance with local water laws and will not allow disposal of marijuana products or any plant material to enter the local wastewater collection system, storm drain system, or any unsecure rubbish disposal system. GOOD LLC will adhere to sewer discharge limitations and prohibitions and general water regulations contained in local and state laws and regulations. Though measures will be in place to prevent the generation of liquid marijuana waste, any liquid marijuana waste produced will be disposed of in the on-site septic system. Liquid waste containing nutrient residues, marijuana, or by-products of marijuana at the cultivation facility will be disposed of in compliance with the Alaska Environmental Protection Act and all local laws. The cultivation facility's plumbing system will be periodically inspected to assure that sewage and other liquid waste are

adequately transported from the facility via waste water lines that pose no threat of crossing with potable water lines.

The bathrooms and floor drains in the cultivation facility will be connected to an approved on-site septic system. All liquid waste potentially containing marijuana solids or residues, nutrients, chemicals, or any other potential pollutant will be disposed of in the on-site septic system, which will be pumped by a permitted septic disposal service as needed. GOOD LLC does not anticipate needing to have the tanks pumped because bacteria will break down the liquid waste before it is discharged to the drain field on-site. However, a permitted septic disposal service will be used if a clog or other issue arises that impacts the system's operation.

The cultivation facility's septic system will be periodically checked to assure that sewage, wastewater, and other liquid waste are adequately transported from the facility to the on-site septic system via waste water lines that pose no threat of crossing with potable water lines. Disposal of liquid chemical waste will be executed in full compliance with federal, state and local laws and regulations as well as in accordance with instructions on the product's label and any material safety data sheet (SDS), if applicable.

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.

Pursuant to 3 AAC 306.430, GOOD LLC will ensure that the cultivation facility does not emit an odor that is detectable to the public from outside of the facility by implementing specific design consideration, equipment, environmental controls, and procedural standards. Proper odor control in any cultivation facility is paramount for facility security and the maintenance of good relationships with the surrounding community. GOOD LLC recognizes odor from any marijuana operation could become disruptive to the community if not properly managed. However, GOOD LLC does not anticipate having issues with marijuana odor in a manner that would create an environmental nuisance. GOOD LLC has selected odor control equipment and ventilation systems that will ensure that all marijuana inside the cultivation facility has little or no detectable odor from the exterior of the building. Two independent air-filtration technologies and one type of air purification device will be utilized to destroy air-borne pathogens and eliminate marijuana odor inside and outside of the cultivation facility.

GOOD LLC will establish minimum indoor air quality standards to enhance indoor air quality performance and contribute to the health and well-being of the occupants and neighbors. GOOD LLC will maintain superior air quality inside the cultivation facility for occupants by investing in air-scrubbing technology. GOOD LLC will incorporate active carbon and high-efficiency particulate air (HEPA) filtration in all areas of the cultivation facility and ozone generators in unoccupied areas of the cultivation facility. The incorporation of these technologies and methods will help limit the spread of contaminants to other areas inside the structure and will aid GOOD LLC in acting as good neighbors and maintaining clean and healthy internal and external environments.

HEPA filters provide a very high level of filtration efficiency for small and large particulate contaminants and are widely applied in air filtration and air purification applications to control airborne particulate levels. A filter must capture a minimum of 99.97% of contaminants at 0.3 microns in size in order to meet U.S. standards for HEPA classification. HEPA filters are even more efficient in removing particles that are smaller than 0.3 microns and larger than 0.3 microns.

All mechanical air-handling units in the cultivation facility will be outfitted with commercial HEPA filters. These filters will serve all spaces and will be used not just for odor control, but to assist in mitigating environmental contaminants by catching airborne particulates, infectious agents, and pests, if present. HEPA filters will be added on the return side of all air-handling units serving the cultivation facility. In addition, ultraviolet light emitters will be installed ahead of these HEPA filters in the return duct, which will aid in the destruction of additional microorganisms in the room air. Filters will be replaced in accordance with manufacturer's recommendations.

Carbon filtration is a type of filtration in which activated carbon (i.e., charcoal) is used to remove contaminants, impurities, and odors through the process of chemical adsorption. As odor-producing gases come in contact with the activated carbon in the filter, they are adsorbed, trapped and held in millions of microscopic carbon pores. Impurities and odors will be greatly reduced, as all exhaust air will pass through the active carbon filters prior to discharge from the building and into the atmosphere.

GOOD LLC will install active carbon filters at all air exhaust points from the cultivation facility, ensuring that marijuana odor particles in the air leaving the facility will be trapped. Active carbon filters were selected because of their improved ability over particulate filters, such as HEPA, to remove extremely small particulates (<.01 microns) like vapors and gases and because they are well-known to be useful for safely removing odors. Active carbon filters stop working as soon as all of the potential bonding sites are filled, so periodic replacement of the filters will be critical. A cultivation agent will be responsible for replacing the carbon filters as directed by the manufacturer.

Ozone generators produce ozone (O_3), which attaches to odors, mold, mildew, bacteria, microorganisms, and other pollutants in a space, if present, and oxidizes them. This process purifies the air and leaves the space odor and contaminant free. If all ozone molecules are not used in oxidation, they then convert back to normal oxygen (O_2) after about an hour. Ozone generators are effective at eliminating strong odors and contaminants such as mold spores in contained non-occupied spaces, but are not approved for use in occupied spaces due to potential health hazards in very high concentrations.

Though high concentrations of ozone will not be generated, commercial ozone generators will be installed and used only in non-occupied spaces in the cultivation facility in order to comply with federal regulations of ozone and promote agent safety. GOOD LLC plans to install commercial stationary ozone generator units in non-accessible and non-occupied open spaces above rooms. These generators are designed specifically for use in unoccupied spaces. Non-accessible open spaces will be built in above the ceilings in the cultivation production areas to accommodate ozone generators. Ozone generators will be set between 0.03 ppm and 0.10 ppm to ensure safe levels of ozone are maintained at all times, and will be maintained in accordance with manufacturer's recommendations.

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

Pursuant to 3 AAC 306.455 and 3 AAC 306.465, GOOD LLC will ensure it selects and utilizes an independent testing laboratory (laboratory) that has adopted a standard operating procedure to test marijuana that is approved by an accreditation body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement. The Cultivation Manager, in coordination with Compliance Committee, will select a laboratory registered with the state to perform statistically valid sampling methods to test, evaluate, and analyze marijuana batch samples to determine if pre-condition requirements established by the Alaska Marijuana Control Board and intended product specifications are met, prior to beginning operations at the licensed premises. Upon licensure, the Compliance Committee will review a list of those laboratories approved and registered by the state and develop a scoring rubric to compare each based on team qualifications, testing experience, pricing, services offered, sampling methods, testing limitations and proximity, and select the highest scorer. The selection process and updating the rubric will occur annually at a minimum.

GOOD LLC's Compliance Committee will ensure that 1) the laboratory will follow standard operating procedures ("SOPs") to confirm or refute original test results of product in the event a result falls out of specification, by retaining a sample of all batches for verification by a second laboratory, if needed. GOOD LLC will also require that laboratory SOPs are included as addenda to the services contract executed with the laboratory; 2) any laboratory contracted and utilized for marijuana sampling and testing services include in their services agreement, and be bound to a requirement, that a certificate of analysis will be issued and provided to GOOD LLC's Compliance Committee for each test accomplished.

Each certificate of analysis will be uploaded to GOOD LLC's automatic data processing/point-of-sale system in the corresponding batch record; 3) independent testing laboratories contracted and utilized for marijuana sampling and testing services include in their services agreement that all testing sample remains will be destroyed in accordance with State regulations. The laboratory will be required to provide a written description of the quantity of the sample used and disposed of in the analysis, as well as the timing and method of waste disposal; and 4) laboratories utilized for sampling and testing services include in their services agreement that a certificate of analysis will be issued to GOOD LLC's Compliance Committee for each test, to report batch conformance to THC, THCA, CBD, CBDA, CBG and CBN, and that terpene profiles are in accordance with and contaminants do not exceed the levels as required by the American Herbal Pharmacopoeia monograph.

GOOD LLC will establish a relationship with an Alaska Marijuana Control Board approved independent testing laboratory with marijuana testing protocols and methods. Immediately after drying and curing is complete, the Cultivation Manager will make each batch of marijuana available for sampling and testing by the Compliance Committee. The Cultivation Manager will direct the Compliance Committee to collect random, homogenous samples of each finished batch and facilitate their transportation to the selected laboratory where they will be analyzed in accordance with scientifically valid methods. Samples must be handled, transported, and stored in a manner that prevents contamination. All samples will be transported in a secured, locked container that fulfills the transportation storage requirements pursuant to the Alaska Marijuana Control Board regulations. A detailed chain of custody must be maintained at all times and a receipt must be provided for all samples taken. A shipping manifest will be completed and securely transmitted to the laboratory receiving the samples. Any motor vehicle transporting the

marijuana samples will travel directly from the cultivation facility to the laboratory and will not make any stops except to other laboratories, for refueling purposes, or in case of emergency.

GOOD LLC ensures that, upon review of the certificate of analysis from a laboratory and determination that a batch meets the intended specification for the variety, the Compliance Committee will assign the batch an expiration (best if used by) date, which will be established at six months from the date of packaging. The intent of the expiration date is to assure the marijuana products sold by GOOD LLC meet applicable standards and product specifications related to safety, identity, strength, quality, and purity at the time of use, as determined by appropriate stability testing. Currently there are no tested, established and verified expiration dates for marijuana flower products. Challenges to establishing these dates includes: complex product matrices; duration of studies make it difficult to get data quickly, especially in a young regulated industry; lack of accurate and scientifically valid methods (AOAC International or FDA) for many botanical/herbal products, especially marijuana; many botanical/herbal products have no testable marker compounds; no current regulatory guidance; manufacturing and mixing challenges that create variability; and varied and ever-evolving packaging materials for the marijuana industry. Because of this, GOOD LLC prefers to use a “best if used by date.”

The shelf life of a product specifies the period of time which a product can be stored, under specific conditions, and remain in optimum condition and suitable for consumption. Product stability refers to the extent to which a product retains, within specified limits, throughout its period of storage and use, the same properties and characteristics possessed at the time of packaging. GOOD LLC’s marijuana consultants, Denver Relief Consulting, have conducted in-house shelf life testing at their licensed facilities in Denver, CO, as well as with clients throughout North America, and found that maintaining marijuana under certain conditions can extend product stability to well over 12 months after harvest. These conditions include storing marijuana in packaging that is: opaque (absence of light), airtight and with a moisture barrier; held in a room at 64-66°F and with a relative humidity between 45-50%; flushed with nitrogen using a variety of reduced oxygen packaging methods. To ensure marijuana maintains its shelf life, GOOD LLC has adopted a practice of determining “best if used by date” at six months after time of harvest, which will ensure impeccable quality control in all finished product sold to customers. If GOOD LLC is unable to distribute marijuana prior to its “best if used by date,” that product will be distributed to a manufacturing facility for concentrate and infused product production.

All “best if used by dates” will be related to ideal storage conditions, which will be provided to customers to continue that process at home. Samples of all batches will be retained to support “best if used by dates” imposed by GOOD LLC. GOOD LLC understands much will be learned about marijuana stability in the coming years as the regulated industry continues to progress and will develop a written testing program designed to continually assess the stability characteristics of marijuana and use the results of the stability testing to determine appropriate storage conditions and “best if used by dates.” This program will consider guidelines established by International Conference on Harmonization and the United States Pharmacopeia. GOOD LLC will also engage in the execution of additional real-time or accelerated studies to verify shelf life if laboratories in the state are capable of offering these services. Testing will include consideration for stability indicating components to be tested, which are susceptible to change during storage and are likely to influence quality, safety and/or efficacy; scientifically valid quantitative analytical methods that can detect changes over time in the chemical, physical or microbiological properties of the product; other relevant analyses at all time points; physical properties such as appearance, dissolution, hardness, etc.; microbiology; and water activity. All data related to the

issuance of “best if used by dates” and stability and shelf life testing will be recorded in automatic data processing/point-of-sale system (ADP/POS) in the corresponding batch record.

GOOD LLC will ensure that, upon review of the certificate of analysis from a laboratory and determination that a batch meets the intended specification for the variety, the Inventory Manager will release the batch for distribution. Upon receipt of the certificate of analysis, the Compliance Committee will compare the results against the intended product specification. If the intended specification the batch is not met, it will be retested and maintained in quarantine. If the analysis confirms the batch meets specification, it will be released for distribution, which will occur by the Inventory Manager notifying the Cultivation Manager that the batch can be removed from quarantine; by uploading the certificate to the corresponding batch record in the ADP/POS; and by removing the batch hold in the ADP/POS. All certificates of analysis will be retained by GOOD LLC for a minimum of five years in the ADP/POS and at GOOD LLC’s secure offsite records storage location

GOOD LLC will ensure the retention, tracking, and proper storage conditions of a sample in secure product storage by the Compliance Committee from each released batch of marijuana for the purpose of providing it to a laboratory at six-month intervals in order to perform potency and purity stability testing. All samples will be stored in reduced oxygen packaging and flushed with nitrogen to match conditions of marijuana distributed by GOOD LLC.

GOOD LLC will ensure the retention, tracking, and proper storage conditions of a sample from each released batch to provide it to an independent testing laboratory at product “best if used by date” in order to provide support for that imposed “best if used by date.” All samples will be stored in reduced oxygen packaging and flushed with nitrogen to match conditions of marijuana distributed by GOOD LLC, to ensure product specifications are still met at “best if used by date.”

GOOD LLC will ensure the retention, tracking, and proper storage conditions of released batch samples sufficient in size to provide for follow-up testing if necessary, to verify and test one year beyond “best if used by dates,” and to retest failed batches. GOOD LLC’s Compliance Committee will coordinate with the laboratory to determine what quantity of marijuana is necessary to fulfill the testing obligations, and implement this amount as Good LLC policy for sample retention size.

GOOD LLC will ensure that all marijuana will be held in a highly secure, segregated and environmentally hyper-controlled product storage room within a restricted access area until released for distribution. All marijuana packages in the Secure Product Storage Room will be labeled and assigned a unique package identifier, which is tracked in the ADP/POS, and will remain there until the Inventory Manager releases it for distribution.

Any leftover sample material will be disposed of in accordance with the procedures and requirements set forth in all applicable laws and regulations. The Inventory Manager will record the sample receipt and disposal.

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:

Pursuant to 3 AAC 306.430, GOOD LLC will utilize a combination of physical design features, technologies, and procedures to prevent any marijuana at the cultivation facility from being observed by the public from outside the facility, primarily through housing operations in a discreet, opaque and windowless existing concrete building. GOOD LLC will secure and monitor access to facility through the installation and use of a highly secured access control system. The access control system will be used to monitor and record the movement of personnel onto the site, into the building and throughout the facility, and selectively allow and prevent access to restricted areas. GOOD LLC will utilize a stand-alone surveillance system, including a combination of fixed, pan-tilt-zoom 180 degree and 360 degree cameras throughout the facility to provide continuous monitoring and surveillance.

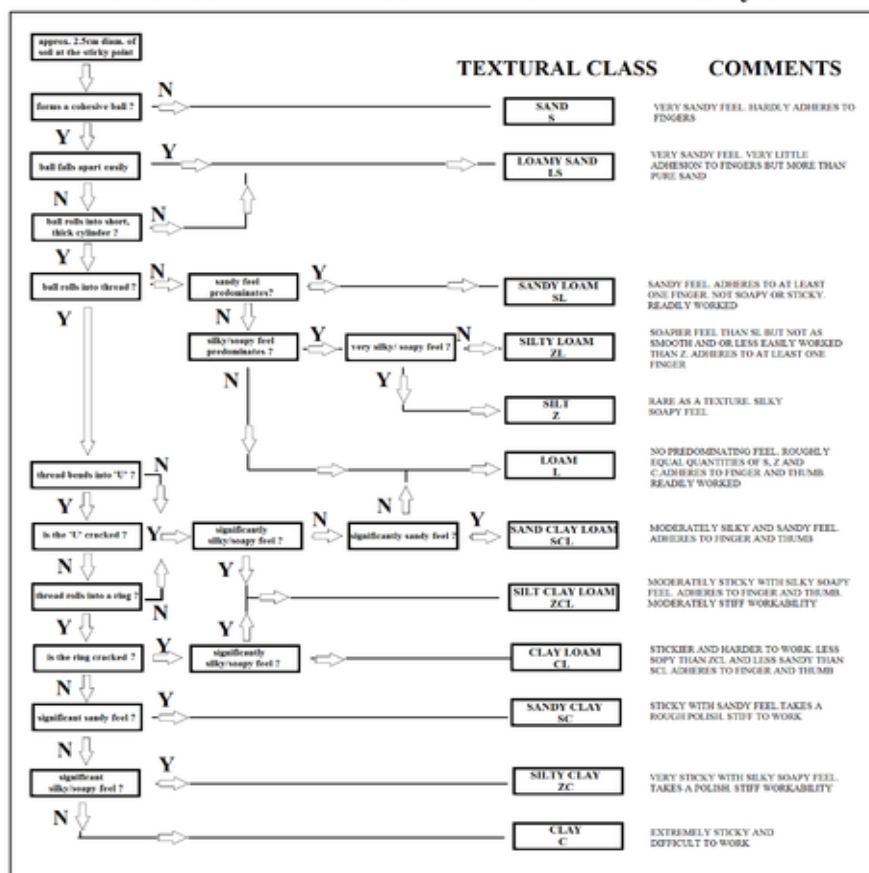
Entry through a private entrance door and a minimum of two additional locked doors is necessary to reach any room where marijuana is present. All doors will be 18-gauge hollow metal with commercial-grade I, commercial locks. Exterior doors and restricted access entries will be equipped with electric strike and electronic access hardware that automatically lock. Emergency door systems are connected to access control and alarms systems that will produce an audible alarm upon door opening. Inter-system connectivity will exist for alarm, access control and surveillance systems.

A high security fence will border the perimeter of the operational and loading areas with one access gate for all ingress and egress, with the gate controlled via key FOB. Additional features include adequate security lighting, barrier delay countermeasures, metal mesh guards over HVAC openings, and landscaping, which will be maintained to easily detect unauthorized activity and prevent concealment. GOOD LLC will require a recurring annual third-party security audit for the re-evaluation and analysis of all installed physical security.

References

Exhibit A

Hand Identification Chart for Soil Texture Analysis



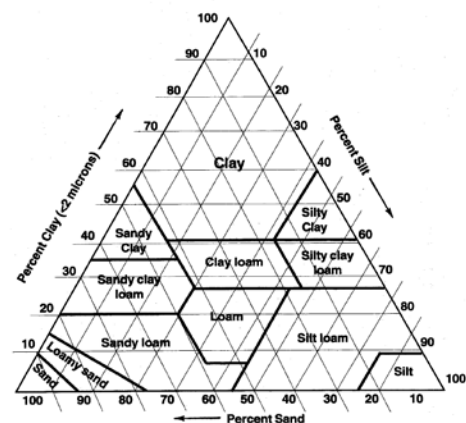
Sticky point: moisture content at which dry soil being wetted just begins to adhere to fingers

Workability: easy with which soil can be moulded between the fingers. Because consistence varies greatly with moisture, samples must be properly and uniformly wetted up

Cylinder: approx 5cm long and 1.5cm diameter

Thread: approx 15cm long and 0.6cm diameter

Ring: approx 2.5cm diameter formed from about 8cm of above thread.



CROP APPLICATION LOG

Use this log to track all crop applications.

CROP APPLICATION LOG

Use this log to track all crop applications.

HOUSE AND GARDEN OR ELEMENTAL APPLICATIONS

[illegible]



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

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

Section 1 – Establishment Information

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

Licensee:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Good LLC				
Premises Address:	1949 Frank Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

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:

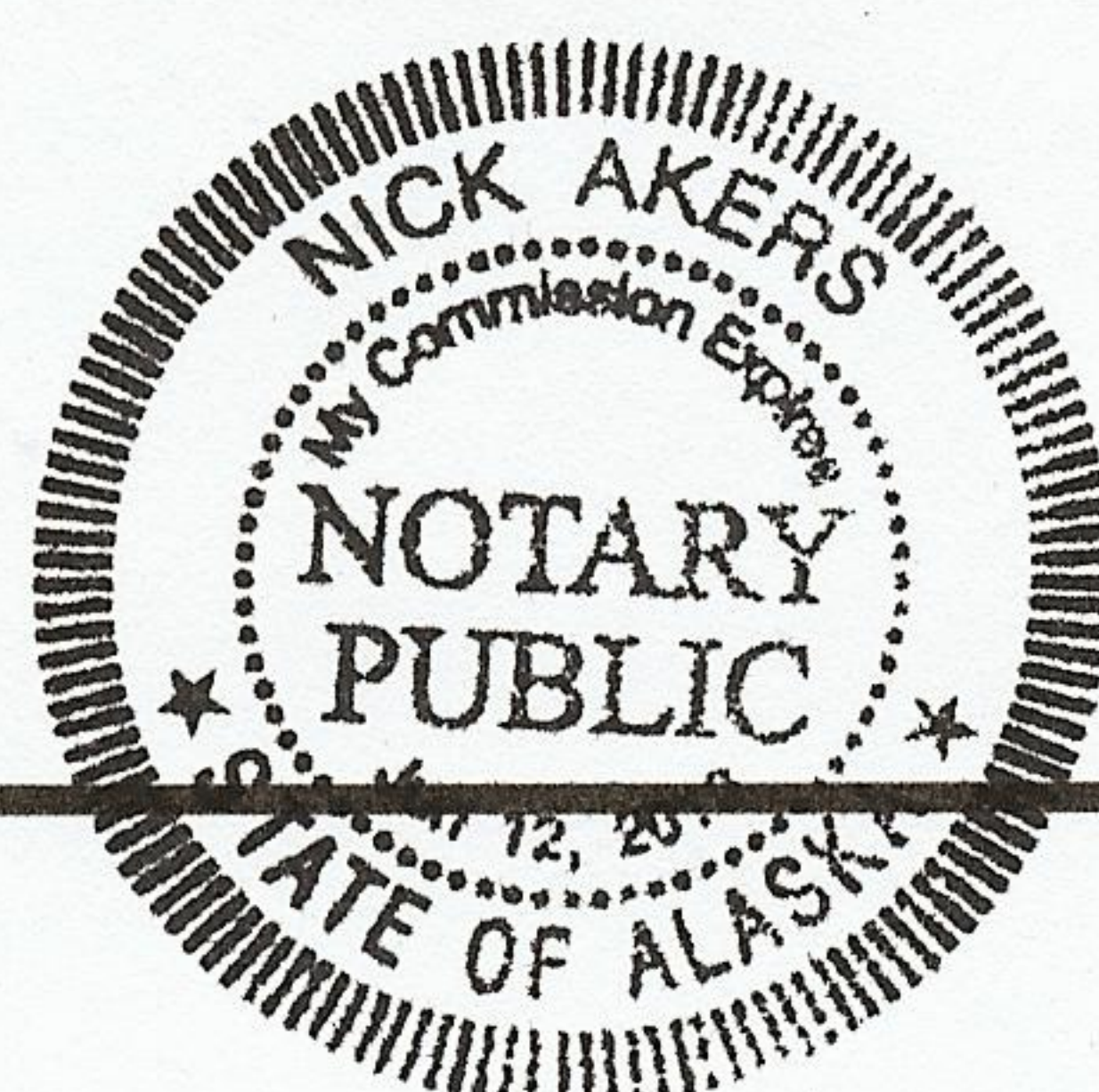
Start Date: March 17/2016 End Date: March 28/2016

Other conspicuous location: Bentley Mall Community Board (next to Safeway)

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]
Signature of licensee

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



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

My commission expires: 6/12/19



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit**What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

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

Section 1 – Establishment Information

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

Licensee:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Good LLC				
Premises Address:	1949 Frank Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

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:

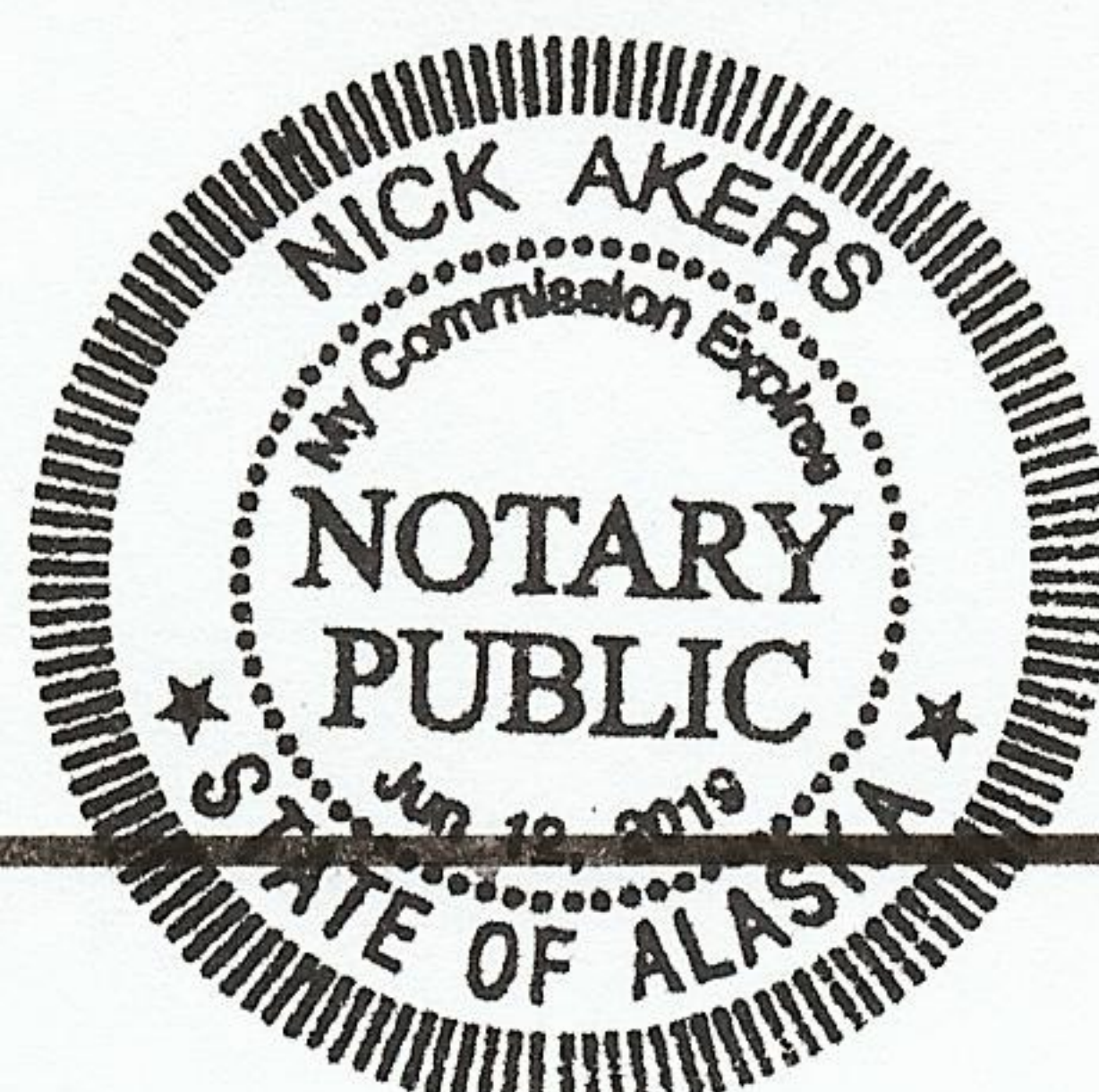
Start Date: March 17/2016 End Date: March 28/2016

Other conspicuous location: Bentley Mall Community Board (next to Safeway)

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]
Signature of licensee

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



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

My commission expires: 6/12/19



Alaska Marijuana Control Board

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

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

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

Section 1 – Establishment Information

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

Licensee:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Good LLC				
Premises Address:	1949 Frank Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

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: North Star Borough

Date Submitted: March 30 / 2016

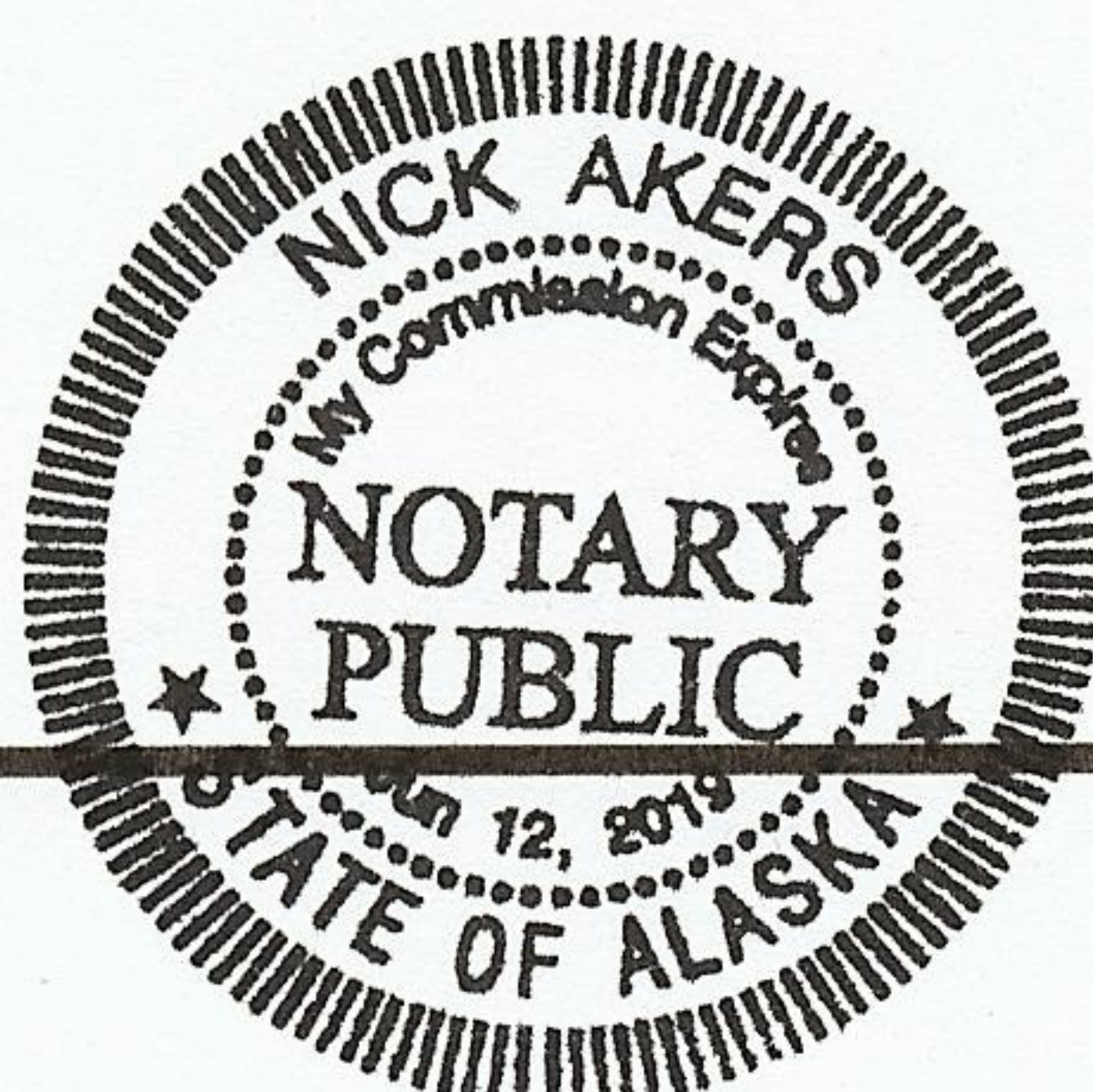
Community Council: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

Date Submitted: _____

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 5th day of May, 2016.



Nick Akers

Notary Public in and for the State of Alaska.

My commission expires: 6/12/19



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

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

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

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

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License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Good LLC				
Premises Address:	1949 Frank Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

Section 2 – Certification

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Local Government: North Star Borough

Date Submitted: March 30 / 2016

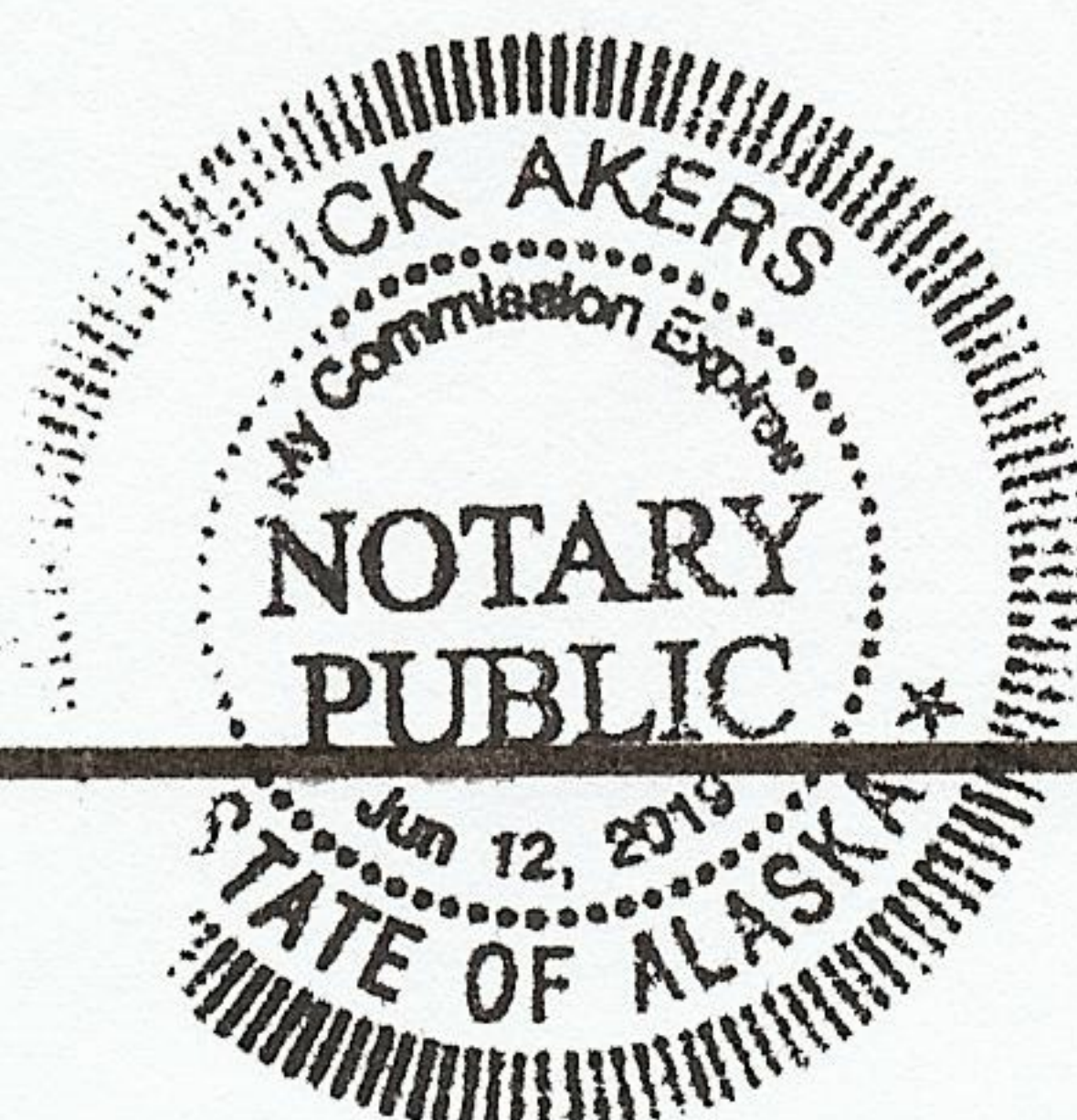
Community Council: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

Date Submitted: _____

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]
Signature of licensee

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



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

My commission expires: 6/12/19



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:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Good LLC				
Premises Address:	1949 Frank Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	CHRISTIAN HOOD				
Title:	OWNER				
SSN:	[REDACTED]				



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

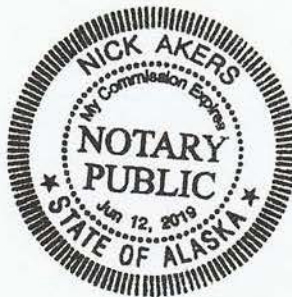
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

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

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

Signature of licensee/affiliate

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



Notary Public in and for the State of Alaska.

My commission expires: 6/12/19



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:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Good LLC				
Premises Address:	1949 Frank Ave.				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Linda Lewis
Title:	Owner
SSN:	[REDACTED]



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

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



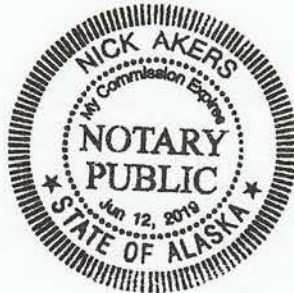
Signature of licensee/affiliate

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



Notary Public in and for the State of Alaska.

My commission expires: 6/12/19



LEASE AGREEMENT

Good LLC, an Alaska Limited Liability Company, Entity No. 10036394 (hereinafter called Lessee), agrees to lease from the owner, Alaska Welding Services, Inc., an Alaska Corporation, Entity No. 113240 (hereinafter called Lessor), a commercial building in Fairbanks, Alaska, more particularly described below.

PREMISES: The leased premises are located at 1949 Frank Ave, Fairbanks, Alaska 99701. The legal description of the land on which the leased premises are situated is:

Lot 7, Block 11, Metro Industrial Air Park, 5th Edition, according to the plat filed January 4, 2005 at Plat No. 2005-1, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

CONDITION PRECEDENT: This lease is contingent upon Lessee's effort to obtain a license from the State of Alaska to cultivate marijuana in the State of Alaska. This agreement is null and void if the State of Alaska does not issue such a license.

TERM: The initial lease term is five (5) years, commencing at 12:01 a.m. on the first day of the month following the issuance of a State of Alaska license that permits the Lessee to cultivate marijuana in the State of Alaska, and ending 60 months later at 11:59 p.m. on the last day of the month.

OPTION TO RENEW: Lessee shall have an option of renewing the lease for two (2) additional consecutive terms each of five (5) years, upon such terms as are set forth in the Renewal section of this lease. Notice of Lessee's intent to exercise the option to renew shall be in writing, delivered to the Lessor no more than one hundred eighty (180) days before the expiration of the then current term.

MONTHLY INSTALLMENTS: Lessee shall pay the lease amount in monthly installments according to the following schedule:

- \$9,000.00 each month for months 1 through 12.
- \$9,250.00 each month for months 13 through 24.
- \$9,500.00 each month for months 25 through 36.
- \$9,750.00 each month for months 37 through 48.
- \$10,000.00 each month for months 49 through 60.

The Lessee shall deposit each monthly installment by Electronic Funds Transfer to the Lessor's bank account at Denali State Bank, Routing No. 125200921, Account No. 02 150 3966 on or before the last day of the month preceding the month for which payment is due during the term of the Lease. The Lessor may change the type or place of payment by notifying the Lessee, in writing, at least ten (10) days in advance of the payment being due. If the last day of the month preceding the month for which payment is due falls on a weekend or holiday, the rent must be paid on the first day that the bank is open thereafter.

The parties agree that the Lessee can purchase a five (5) day extension to pay the rent, from the last day of the preceding month to the 5th of the month, for One Hundred no/100 Dollars (\$100.00). This amount constitutes a separate contract with the consideration being forbearance in declaring the rent due. The result will avoid the \$500.00 liquidated damages resulting from late payment. This payment must be deposited to the Lessor's account on the day the original rent is due and cannot be paid after that day.

If the monthly rent is not paid when due, including any purchased extension, the parties agree that the Lessee will pay to the Lessor damages in a liquidated amount of Five Hundred and no/100 Dollars (\$500.00). This amount is agreed to be a reasonable estimate of the various direct and consequential damages that result when the rent is not paid on time and also recognizes the difficulties inherent in evaluating these damages, together with the impracticality of bring successive lawsuits for such amounts. The liquidated damages are not intended as a penalty, but are a considered estimate of the injury caused by the breach of the contract to pay rent. This amount will be paid out of the next funds received from the Lessee and must be paid simultaneously with the rent for the month. Unless the rent and damages are fully paid, the rent, and all future rents, will be considered to be partly unpaid and subject to the addition of this charge for every month until all liquidated damages and rent are paid current. In other words, if the rent is paid and this amount is outstanding, the rent will be considered to be short by the liquidated damages amount, and the rent will not be considered to be paid when due. When the next rent payment is due, even if the amount designated as rent is paid, it will be considered unpaid because the next liquidated damages will be subtracted first. Thus, liquidated damages will accrue the following month as well. The liquidated damages must be paid with the rent to avoid a continuing breach of the contract.

RENEWAL: The Lessee can renew this lease by providing to the Lessor a written notice of intent to renew no later than 180 days from the date that the lease expires. Failure to provide this notice will be deemed abandonment of any right to renew the lease. Upon receipt of notice from the Lessee the parties will enter into negotiations concerning the terms of the lease including the rental amount, and the amount to be charged for utilities, including water, electricity, heat, but excluding data transfer and telecommunications, and such other issues as experience has shown to the Lessor to be required.

If the Lessee exercises its option to renew the lease, then the parties agree to negotiate in good faith to arrive at a new monthly payment amount, which will not be less than 105% of the monthly amount due for the last month of the previous term, and not more than 110% of the monthly amount due for the last month of the previous term.

If the parties cannot come to agreement on the terms of the renewal, then the Arbitration provision of this lease shall be available should either party elect to use it upon written notice made no later than 60 days before the end of the lease term.

SECURITY DEPOSIT: There will be no security deposit required during this Lease.

DEPOSIT: The Lessee agrees to pay, within ten (10) days of demand, any sums required of the Lessor to rectify failure by the Lessee of any obligations implied or specified in this lease. Lessor shall have the right to proceed against Lessee to recover any sums required for cleaning, painting, or repairs to the premises and replacement of lost or missing items, for which Lessee is responsible, together with full actual attorney's fees and full costs.

PROPERTY TAXES: Lessee shall pay one-half of all annual real property taxes payable to the Fairbanks North Star Borough as additional rent. Lessor will pay the other one-half of annual real property taxes. Property taxes for 2016 shall be pro-rated from May 1, 2016.

OTHER TAXES: Lessee will pay all taxes attributable to the Lessee's business. Lessee shall obtain and maintain all necessary licenses and shall pay all taxes due on Lessee's business operations directly to the licensing or taxing authority.

UTILITIES/HEAT: The Lessee shall pay all utilities used at the demised premises, including electricity, heat, water, sewer, telecommunications, and data transfer.

USE: Lessee agrees that the premises will be used and occupied by the Lessee and for the operation of the Lessee's marijuana growing and manufacturing business, and for no other purpose without prior written permission from Lessor.

ACCEPTANCE & REPAIR: Lessee has inspected the premises prior to occupancy and accepts same as clean with no damage except for those items listed on any Inspection Report. The Lessee shall maintain the premises, parking area, decks, walls, floor and storage areas, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition. Lessee shall make, as and when needed or desired, at its own expense, all repairs, maintenance, and improvements to the premises and/or building of which they are part. At the conclusion of the Lease, Lessee shall pay for a building inspection, including a specific inspection for the detection of mold and other environmental hazards, and will pay the full cost to remediate any environmental hazards.

LESSEE IMPROVEMENTS: Premises are leased in an "as is" condition as of May 1, 2016. With prior written approval of Lessor, Lessee may make improvements or alteration to the premises that may be necessary to the operation of Lessee's business. Except as provided in the following paragraph regarding Alterations, Lessee shall return the premises to Lessor in the same condition that the building was delivered and received on May 1, 2016.

ALTERATIONS: Lessee agrees to do no painting or other decorating of the Premises, or make any alterations, changes, or additions to fixtures, locks or wiring

without the prior written consent of Lessor. All such alterations, additions, or improvements, as approved, shall be paid for by Lessee, shall become the property of Lessor, and shall remain upon the premises, and the ownership of such must be surrendered with the premises at the end of occupancy by Lessee. Lessor may require Lessee to remove any such alterations or improvements at Lessee's sole expense, and return the building to Lessor in the same condition that the building was delivered and received on May 1, 2016.

ACCESS TO PREMISES: The Lessor shall have the right to enter the premises during reasonable hours for the purpose of making inspections, repairs, or alterations to the premises, and during the last 30 days of the occupancy for the purpose of showing the premises. The Lessor shall retain a master key for the purpose of making any entry permitted hereunder. The Lessor will give 12 hours notice of the intent to enter. Additionally, an access key will be provided for entry by emergency services in the "lockbox" customarily used for that purpose.

INSURANCE: Insurance must be maintained by the Lessee, with the Lessor as an additional insured, in the amount of \$2,000,000.00 per occurrence; Replacement Cost for premises damage; Medical \$50,000.00, General Aggregate \$2,000,000.00, Products and Completed Operations \$2,000,000.00. There shall be no coinsurance.

LESSOR'S INABILITY TO PERFORM: The obligations of the Lessee to pay rent and to comply with all of the other provisions of this agreement shall not be impaired or excused by reason of the Lessor's inability to perform any of its obligations to supply any service required hereunder, if the Lessor is prevented or delayed from doing so by any cause beyond the reasonable control of the Lessor, except as otherwise provided by law.

RESPONSIBILITY FOR PROPERTY: It shall be the duty of the Lessee to provide fire, casualty, and liability insurance covering the premises occupied by the Lessee. The Lessor is to be disclosed to the agent and carrier as an additional insured and be entitled to notice of delinquency or intent to cancel. The Lessor shall not be responsible for any loss of, or damage to, personal property of the Lessee except as imposed by law.

SNOW REMOVAL/GROUNDSKEEPING: Lessee will pay the cost of snow removal. Lessee can ask to use Lessor's equipment to perform snow removal, which Lessor will permit if the equipment is available.

PARKING: Lessee shall have the non-exclusive use of non-reserved common automobile parking areas, driveways, and footways, in common with Lessor. Lessor reserves the right to designate parking areas for Lessee and Lessee's agents and employees.

ASSIGNMENT: The Lessee shall not assign this agreement, nor sublet the premises, or any part thereof, without the prior written consent of the Lessor.

NOTICE TO VACATE: The Lessee agrees that to terminate tenancy for non-payment of rent, **twenty (20) days** written notice must be given to the Lessee. Termination for any other cause by the Lessor shall be upon ten (10) days written notice. The Lessee may terminate the tenancy, without reason, by delivering to Lessor written notice at least **sixty (60) days prior** to the end of the then existing term of occupancy. The Lessee is liable for the full amount of the rent envisioned by this lease. Default on the Lessee's obligations will not release the Lessee from the full obligation assumed. Upon default or abandonment the amounts due pursuant to the lease will be accelerated and be immediately due and owing, and thus actionable. The Lessor will make reasonable efforts to mitigate damages and reduce the amount due the Lessor by 80% of the cover amount. The other 20% will compensate the Lessor, by way of liquidated damages due to the difficulty of proof and expense of litigation, for the effort and expense required to attempt to mitigate. The amount spent to attempt mitigation will be due whether mitigation is successful or not.

RE-RENTING/LEASING: The Lessee agrees that the Lessor shall have the right to show the premises to prospective Lessees for a period of sixty (60) days prior to expiration of the tenancy. The Lessor shall, whenever practicable, give Lessee twenty-four (24) hours prior notice of its intention to enter premises for this purpose.

REMOVAL OF PROPERTY: The Lessee agrees that upon termination of the tenancy, the Lessor may immediately enter the premises and take possession of any property found therein which is reasonably deemed abandoned by the Lessee. The Lessor shall store the same and mail a notice to the Lessee's last known address stating the location and address of stored property. After fifteen (15) days from the date of notice, the Lessor may sell or otherwise dispose of such property and may apply any income derived from sale against monies due Lessor, including drayage and storage. Any excess income shall also be deemed to be Lessor's. This paragraph does not authorize Lessor to sell or dispose of any controlled substances, which shall continue to be stored, at Lessee's expense, and delivered to Lessee upon payment of the reasonable storage costs.

COMPLIANCE WITH LAWS AND REGULATIONS: The Lessee shall comply with all applicable laws, orders, and regulations of any governmental authority which imposes any duty upon Lessor or Lessee with respect to the premises or the use and occupancy thereof, and Lessee shall not do or permit anything to be done which will increase the rate of fire insurance on the premises or the building of which it is a part, or the property located therein. Lessee shall indemnify and hold Lessor harmless from all risks of harm to any person, and from any action by any governmental authority, related to the operation of Lessee's business on the premises.

DAMAGE AND DESTRUCTION: If the premises, or any part thereof, is so damaged by fire, casualty or structural defect, such damage or defects not being the result of negligence by Lessee or by any of Lessee's agents, employees or invitees, that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to

Lessor to terminate this lease as of the date of such damage. In the event of minor damage to any part of the premises, and if such damage does not render the leased premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the lease term that the premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes.

CONDEMNATION: If any legally constituted authority condemns the premises or such part thereof which shall make the premises unsuitable for leasing, this lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

SUBORDINATION: Lessee accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing, or hereafter arising, upon the premises and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Lessor is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the premises. Lessee agrees that it will from time to time, upon request by Lessor, execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

TAKING: Should the property be taken by an entity with the power of eminent domain the Lessor, the lease will expire of its own force, the Lessor will retain all proceeds and the Lessee will vacate the premises upon demand.

NO WAIVER IMPLIED: No waiver by the Lessor of any default shall operate as a waiver of any other default or of a like default on a future occasion. No delay or

omission on the part of the Lessor in exercising any of its rights shall operate as a waiver of such right or any other rights.

NO CONSENT IMPLIED: No consent by the Lessor to an act or omission by Lessee shall constitute consent to any other act or omission or to a like act or omission on a future occasion.

NO RECORDING: The Lessee shall not record this lease or a memorandum of this lease without the written consent of the Lessor.

LESSEE ADVICE OF COUNSEL AND CONSTRUCTION: The Lessee and the Lessor have the opportunity to consult with counsel. The rule of construction that an instrument shall be construed more strictly against the party who drafted it shall not apply to this lease.

CUMULATIVE REMEDIES: No right or remedy herein conferred upon, or reserved to, the Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law, in equity or by statute.

NOTICE: Hand delivered notice left with an adult at the Lessee's or party's place of business will suffice as notice. Service by a process server, in accord with the rules for serving process in Alaska, will also be sufficient notice. Mailed notice shall be effective if sent to the address designated in writing by the individual to be charged with notice and sent by United States, certified mail with a return receipt requested. The notice will be deemed made on the date of the delivery acknowledged on the returned receipt. If the certified mail notification is returned uncollected, then the notice shall be deemed made as of the date of mailing. The original mailing addresses are set forth in the opening paragraph of this Lease. The address for notice must be changed in writing signed by both parties.

ARBITRATION: In the event a dispute arises concerning this lease or its formation, the parties will attempt non-binding arbitration before terminating any right or resorting to litigation. Each party will chose an arbitrator and the arbitrators will chose a tie breaker. Then, upon presentation by each party of its position, the arbitrators shall deliberate and inform the parties of their decision. The cost of arbitration will be paid by the party initiating it, in advance, to the primary arbitrator for the full expected cost of the arbitration. The cost of the arbitration will be assessed by the arbitrators in proportion to their opinion about the good faith and strength of the respective positions.

ATTORNEY FEES: If The Lessor or Lessee shall bring any action for any relief against the other, declaratory, injunctive, or otherwise, arising out of this lease, and its formation, including any suit by the Lessor for the recovery of rent or possession of the premises, the losing party shall pay the successful party the other's full actual, reasonable attorney's fees and full actual, reasonable costs incurred in bringing such suit to the extent

permitted by law. Should the remedy be achieved without litigation the same payment provision applies to the cost of achieving agreement or arbitration.

SEVERABILITY: If any provision of this lease, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this lease, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall continue in effect and be enforced to the greatest extent permitted by law.

SUCCESSOR AND ASSIGNS: This lease shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This lease may not be assigned by any party without the express written consent of the other party.

GOVERNING LAW: This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alaska.

VENUE: All legal action pertaining to this agreement, or the formation of this agreement, shall be had in the State of Alaska, Fourth Judicial District at Fairbanks, Alaska.

TIME OF ESSENCE: Time shall be of the essence of the performance of the obligations of this Lease. This means that every provision must be performed exactly when required by the Lease, and any late performance does not cure the underlying default.

INTEGRATION/MODIFICATION: This lease contains the entire, final and binding understanding of the parties with respect to the subject matter of the lease, and it supersedes all prior negotiations, acts, understandings, forbearances, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This lease, in whole or in part, cannot be changed, modified, extended, or discharged orally, and no waiver of compliance with any provision or condition hereof, and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

SIGNATURES ON SEPARATE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease.

Dated: 6/10

Alaska Welding Services, Inc., Lessor

Gary J. Kinzer
By: Gary J. Kinzer, its President

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 10th day of April, 2016, by Gary J. Kinzer, in his representative capacity as President, Alaska Welding Services, Inc.

Nick Akers
Notary Public for the State of Alaska
My commission expires: 6/12/19

Dated: 6/10

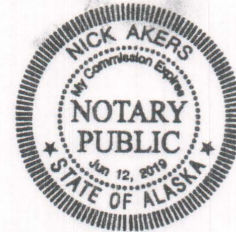
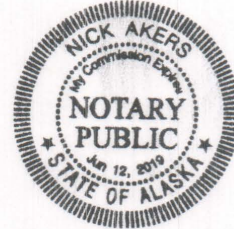
Good LLC, Lessee


Christian Hood
By: Christian Hood, Organizer and Member

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.


The foregoing instrument was acknowledged before me this 10th day of April 2016, by Christian Hood, in her representative capacity as Organizer and Member of Good LLC.

Nick Akers
Notary Public for Alaska
My commission expires: 6/12/19





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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	Good LLC

ENTITY DETAILS

Entity Type:

Limited Liability Company

Entity #:

10036394

Status:

Good Standing

AK Formed Date:

3/3/2016

Duration/Expiration:

Perpetual

Home State:

ALASKA

Next Biennial Report Due:

1/2/2018

Entity Mailing Address:

356 OLD STEESE HWY, FAIRBANKS, AK 99701

Entity Physical Address:

356 OLD STEESE HWY, FAIRBANKS, AK 99701

REGISTERED AGENT

Agent Name:

Christian Hood

Registered Mailing Address:

PO BOX 83091, FAIRBANKS, AK 99708

Registered Physical Address:

2101 CHARLIJO LOOP, FAIRBANKS, AK 99709

OFFICIALS

Show Former

AK Entity#	Name	Titles	Percent Owned
	Christian Hood	Member, Manager	85
	Linda Lewis	Member	15


FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
3/3/2016	Creation Filing	Click to View	Click to View
6/14/2016	Initial Report	Click to View	

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THE STATE

of

ALASKA

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

AK Entity #: 10036394
Date Filed: 06/14/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-6/14/2016 5:54:25 PM

Entity Name: Good LLC
Entity Number: 10036394
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent
Name: Christian Hood
Physical Address: 2101 CHARLIJO LOOP,
FAIRBANKS, AK 99709
Mailing Address: PO BOX 83091, FAIRBANKS, AK
99708

Entity Physical Address: 356 OLD STEESE HWY, FAIRBANKS, AK 99701

Entity Mailing Address: 356 OLD STEESE HWY, FAIRBANKS, AK 99701

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

Name	Address	% Owned	Titles
Linda Lewis	2535 Allen Adale Rd, Fairbanks, AK 99709	15	Member
Christian Hood, I	2101 Charlijo Lp, Fairbanks, AK 99709	85	Manager, Member

NAICS Code: 111422 - FLORICULTURE PRODUCTION

New NAICS Code (optional):

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

Name: Christian Hood

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

Certificate of Organization

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

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

Good LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **March 03, 2016**.

Chris Hladick
Commissioner

OPERATING AGREEMENT

The following document is the operating agreement of:

Good, LLC

Hereafter referred to in this document as "The Company."

The Company was formed on March 3, 2016, when articles of organization were filed with the state of Alaska. A copy of this document has been placed in The Company record book. All members of The Company hereby agree with its provisions. The Company will be managed by its member(s).

GENERAL PROVISIONS

Ownership Percentage—A member's ownership interest in The Company shall be calculated as a percentage based on the member's contribution. A member's "ownership percentage" shall be calculated as follows: the member's capital contribution divided by total contributed capital shown on the books of The Company. Transfer of a member's ownership of The Company, or a change in the member's ownership percentage in The Company may only take place upon approval of a majority of the members.

Voting—Each member shall be entitled to vote on matters affecting The Company at a meeting held to discuss such matters. A member's voting "power" shall be equal to the member's ownership percentage.

Compensation—Members will not be paid for their time in managing The Company. Members may, however, receive compensation in the form of salaries, bonuses, or any other gratuity allowed by law for services rendered to The Company as an employee, officer, or independent contractor. Also, members may be reimbursed for reasonable expenses incurred on behalf of The Company as evidenced by proper receipts.

Other Business Interests—A member may not own or be involved in any way with an activity or entity that competes with The Company, or otherwise might diminish the earning potential of The Company without the prior written approval of all members.

Meetings—At this time, The Company does not have scheduled meetings, but it may provide for such scheduled meetings upon the approval of a majority of members. A special meeting may be requested by a member at any time either verbally or in writing. The member making this call for a meeting shall provide a proposed date and time for the meeting. Agreement to have a meeting can be expressed by the members either verbally or in writing. If any member can not attend the meeting, then the member(s) unable to attend shall propose an alternative date and time for the meeting.

If all the members cannot attend the proposed meeting, then it shall be postponed until all members can attend. A requested meeting may not be postponed for more than six months. A meeting of The Company may be held without all members in attendance if the member(s) unable to attend provide in writing their approval of the meeting.

Minutes of all meetings shall be taken and a copy provided to all members. A copy shall also be placed in the Company minute book.

Membership Certificates—The Company shall provide membership certificates to each member, a sample of which shall be attached to this agreement. Each membership certificate shall be sequentially numbered and reflect the member's ownership percentage. It shall also bear the name of The Company and the name of the member. It shall be signed and dated by The Company's duly appointed secretary as provided in this agreement.

FINANCIAL PROVISIONS

Tax Classification—The members intend for The Company to be taxed as a Partnership. Officers are hereby granted authority to do whatever necessary to retain Partnership tax status with State and Federal agencies.

Accounting—The Company shall have a tax year beginning January 1 and ending December 31 of each year. Accordingly, The Company shall be known as a calendar year taxpayer. The books of the Company shall be maintained on a cash basis.

Tax Matters Partner—The Company shall appoint a representative to handle tax and accounting matters. This person shall be the Secretary of The Company, and if the Secretary is unable to act in this position, then the President shall act instead.

Banking—The President and/or Secretary of The Company shall establish bank account(s) with a bank that meets the approval of all members. The President and Secretary shall sign on the account and have the authority to draft funds from said accounts for payment of company obligations. No officer of The Company shall have the authority to borrow money or obtain lines of credit without express written approval of all members. This does not, however, apply to credit accounts opened with suppliers. The officers may obtain credit from suppliers in due course of operating the business. Bank statements shall be available to all members at any time upon their request either verbally or in writing.

Property—Title to all property purchased or leased for The Company shall be titled in the name of The Company. Officers are hereby granted authority to lease equipment on behalf of The Company in due course of business.

Capital Contributions—In consideration for their percentage ownership in The Company, members shall contribute either cash, property, or services to The Company.

Cash received shall be deposited in The Company's bank account and no interest shall be paid on the amount. Title to any property given shall be transferred to The Company. Below is an accounting of consideration given by the members in exchange for their ownership in The Company.

Members may decide occasionally that additional capital must be contributed to The Company. This decision shall be made at a meeting of the members with all members in attendance. Since any change in the capital accounts will result in a change in the ownership percentage, the decision must be unanimous.

Capital Withdrawals—Members are not allowed to withdraw their capital contributions without written approval of all members. Members will not be able to "Draw" against their capital contributions without written approval of all members. Loans to members may be approved from time to time as circumstances arise. Loans must be approved by all members.

Distributions—From time to time distributions may be made from profits, sale of equipment, or other sources. Before payment, distributions shall be approved by all members and shall be paid to each member in proportion to their ownership percentage. In the event that The Company ceases operations, distributions of cash and property shall be made to the members after all creditors and suppliers are paid. Such a distribution shall be made to the members in proportion to their own percentage.

OWNERSHIP

Changes in Ownership—A member can withdraw from The Company at any time. The member wanting to withdraw must give written notice to the other members 60 days prior to the date of withdrawal.

Transfer of Membership—A member may not transfer, sell, assign, offer as collateral, or pledge his/her ownership in The Company without prior written approval of the other members. This transfer restriction also applies to the members voting rights.

DISSOLUTION

The Company shall be dissolved upon any of the following events:

- Death or other event that prevents a member from participating in the operation of The Company. In this event, the remaining members may vote not to dissolve The Company within 90 days. If the remaining members agree unanimously, The Company shall continue and not dissolve.
- Agreement of all members to dissolve The Company

OTHER PROVISIONS

Officers—Members may agree to appoint one or more officers to be responsible for representing The Company in its due course of business. It is agreed to appoint at least a President and a Secretary. Other offices and officers may be appointed as the need arises or at the pleasure of the members. Officers may be compensated for services rendered in their prospective positions. This compensation may be in addition to any other compensation received from The Company.

The following members shall be officers of the Company:

Christian Hood

Linda Lewis

Company Records—The Company Secretary must maintain all records for The Company that are required by law. This may include but not be limited to a list of all members including their addresses and ownership percentage, records of ownership transfers, minutes of all member meetings, bank statements and accounting records. These records are to be kept at the principal office of The Company and may be reviewed by any member by giving at least one day's notice to The Company's Secretary.

Authority—Officers of the Company and or any member of The Company has authority to transact any business or enter into any transaction or carry out any act to complete the formation of the Company or further its financial interest in the due course of business with one exception: No member has authority to obtain loans, lines of credit or commit The Company to any bank or lending institution without prior written approval of all members.

Disputes—In the event of a dispute between the members regarding this operating agreement or any matter regarding The Company, the dispute shall be settled by arbitration according to the rules of the American Arbitration Association. The arbitration or mediation service hearing the dispute shall be agreed upon by the members before proceeding. The cost of the arbitration/mediation shall be borne by The Company.

If the dispute cannot be settled by arbitration, the matter may go before a court with jurisdiction in such matters. If the matter goes before a court, then the members individually shall bear the cost of the proceedings. The prevailing party may seek reimbursement of expenses related to the proceedings.

Changes—This document is the only agreement between the members of The Company and replaces any verbal or written agreement between members. It cannot be

replaced, amended or altered in any way without the approval of the members of The Company that adopted and approved the agreement being replaced or amended. If any provision of this agreement is determined to be legally unenforceable, then that provision only shall be stricken from the agreement, leaving the remainder of the agreement in force.

As evidenced by their signatures below, the members hereby adopt this agreement in its entirety and agree to be bound by its terms. The signatures need not be notarized.

Date June 9th 2016

Signatures of all officers:

CHORZ
[Signature]
[Signature]
[Signature]

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

GOOD LLC

356 OLD STEESE HWY FAIRBANKS AK 99701

owned by

GOOD LLC

is licensed by the department to conduct business for the period

March 03, 2016 through December 31, 2016

for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Chris Hladick



THE STATE

of

ALASKA

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

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-3/3/2016 9:33:25 AM

1 - Entity Name

Legal Name: Good LLC

2 - Purpose

Cultivation, manufacturing and retail sales of cannabis.

3 - NAICS Code

111422 - FLORICULTURE PRODUCTION

4 - Registered Agent

Name: Christian Hood

Mailing Address: PO BOX 83091, Fairbanks, AK 99708

Physical Address: 2101 Charljo Loop, Fairbanks, AK 99709

5 - Entity Addresses

Mailing Address: 356 Old Steese Hwy, Fairbanks, AK 99701

Physical Address: 356 Old Steese Hwy, Fairbanks, AK 99701

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Christian Hood			Organizer

Name of person completing this online application

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

Name: Christian Hood

AFFP

Cultivation Facility 306.400(1)

Affidavit of Publication

UNITED STATES OF AMERICA }
STATE OF ALASKA } SS.
FOURTH DISTRICT }

Before me, the undersigned, a notary public, this day personally appeared Heather Zweeres, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500 and more than 10% of the population of the Fourth Judicial District, (iv) holding a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, and (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

March 08, 2016, March 15, 2016, March 22, 2016

and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.

Heather Zweeres
Advertising Clerk

Subscribed to and sworn to me this 22nd day of March 2016.

M. Burnell
Marena Burnell, Notary Public in and for the State Alaska.

My commission expires: December 07, 2017

00008377 00033896

TREVOR HAYNES
GOOD LLC
1949 FRANK AVE
FAIRBANKS, AK 99701

33896

Good LLC
is applying
for a new
Standard Marijuana
Cultivation Facility
License 3
AAC 306.400(1),
doing business as
GOOD LLC
located at
1949 Frank Ave, Fairbanks, AK, 99701
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.

Publish: 3/8, 3/15, 3/22/16

NOTARY PUBLIC
M. BURNELL
STATE OF ALASKA
My commission Expires December 7, 20____

AFFP

Cultivation Facility 306.400(1)

Affidavit of Publication

UNITED STATES OF AMERICA
STATE OF ALASKA
FOURTH DISTRICT } SS.

Before me, the undersigned, a notary public, this day personally appeared Heather Zweeres, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500 and more than 10% of the population of the Fourth Judicial District, (iv) holding a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, and (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

March 08, 2016, March 15, 2016, March 22, 2016

and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.

Heather Zweeres
Advertising Clerk

Subscribed to and sworn to me this 22nd day of March 2016.

Marena Burnell
Marena Burnell, Notary Public in and for the State Alaska.

My commission expires: December 07, 2017

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GOOD LLC
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FAIRBANKS, AK 99701

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government the
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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.

Publish: 3/8, 3/15, 3/22/16

NOTARY PUBLIC
M. BURNELL
STATE OF ALASKA
My commission Expires December 7, 20____

CORRESPON- DENCE

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["akgoodcannabis@gmail.com"](mailto:akgoodcannabis@gmail.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: GOOD LLC license #10166 Incomplete Application DEADLINES 6/20/16 & 9/4/16
Date: Monday, June 06, 2016 3:20:00 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



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 6, 2016

Good, LLC
DBA GOOD LLC
Via email: akgoodcannabis@gmail.com

Re: Standard Marijuana Cultivation Facility license application #10166

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.

- General question
 - By looking at two of the submitted diagrams, it appears as though there should be a unit number for the specific proposed marijuana establishment, on the bottom of said diagrams it reads "1949B Frank Avenue", and on these same diagrams it reads "East side of warehouse building (not part of this project)", however, nowhere on your application does it make it clear. Does this mean that the warehouse is divided into however many units and you are only leasing a specific unit? Please clarify. Depending on the answer to this question, you might need to do some additional corrections, including the lease.
- MJ-02 Premises Diagram
 - On the diagram where you show the property boundaries. Please clearly outline in a different color the proposed licensed premises.
- Proof of Possession for Proposed Premises
 - Under Removal of Property clause on the lease, please have the landlord add a sentence along the lines of "except any marijuana" after "and take possession of...."
 - FYI: Should there be a unit number the lease will need to make it clear.

June 12, 2016

AMCO

Via email: marijuana.licensing@alaska.gov

Re: Standard Marijuana Cultivation Facility license application #10166

Dear Cynthia Franklin,

Regarding your general question about the two submitted diagrams, we are leasing the entire building, which was previously divided into two units. The current floor plan that was submitted (which reads at the bottom "1949B Frank Avenue") was drawn for one unit due to the lack of access to the building during drafting. However, the east half of the building is a mirror image of the west half that was drafted on the diagram. The buildout floor plan submitted is for the entire building.

We have included the outlined the proposed licensed premises in red on a copy of the MJ-02 Premises Diagram. This request was likely related to the question about whether we were leasing only one of the formerly two units of the building (see above). Thus, the red outline is of the entire building.

We have changed the lease wording to explicitly state that the warehouse owner will not take possession of any controlled substances:

"This paragraph does not authorize Lessor to sell or dispose of any controlled substances, which shall continue to be stored, at Lessee's expense, and delivered to Lessee upon payment of the reasonable storage costs."

We have attached copies of the relevant Entity Documents (Certificate of Organization, Articles of Organization, Operating Plan).

Sincerely,

Christian Hood,

Owner, Good LLC

- Entity Documents
 - Please file your Initial Report with Division of Corporations and submit a copy to us of the paperwork submitted to Division of Corporations.
 - Please provide the LLC's Operating Agreement

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

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: Marijuana Licensing (CED sponsored)
To: "Good LLC"; [Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: GOOD LLC license #10166 Incomplete Application; Email 1 of 2
Date: Tuesday, June 14, 2016 4:00:00 PM

Good afternoon;

We have received and uploaded the corrections/amendments. However, the entity documents is still incomplete, what we need is the Initial Report to be filed with Division of Corporations
<https://www.commerce.alaska.gov/cbp/Main/CorporationDetail.aspx?id=10036394> . Once the initial report is filed, we need copy of the paperwork that is filed with Division of Corporation. This report should layout the ownership percentage of each member.

Thank you

AMCO Staff

From: Good LLC [mailto:akgoodcannabis@gmail.com]
Sent: Monday, June 13, 2016 7:34 AM
To: Marijuana Licensing (CED sponsored)
Subject: Re: GOOD LLC license #10166 Incomplete Application; Email 1 of 2

Email 1 of 2.

Dear AMCO Staff,
Please find the attached documents, including our response letter, as a response to the Incomplete Application Email sent to Good LLC on June 6, 2016.

Thank you,
Christian Hood,
Good LLC Owner

On Mon, Jun 6, 2016 at 3:20 PM, Marijuana Licensing (CED sponsored)
<marijuana.licensing@alaska.gov> wrote:

Good afternoon,

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

Thank you

AMCO Staff

NOTIFICATIONS

From: [AMCO Local Government Only \(CED sponsored\)](#)
To: [Krista Major \(KMajor@fnsb.us\)](#); ["mayor@fnsb.us"](#); [llivingston@fnsb.us](#)
Subject: LG Notification-Good LLC license #10166
Date: Friday, June 17, 2016 9:54:00 AM
Attachments: [10166 LG Notification.pdf](#)

Dear local government officials,

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

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

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

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

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

<https://drop.state.ak.us/drop/pickup.php?claimID=GvUTVMNQMb2yJsvp&claimPasscode=bHA9fU6g89H2uK6f&emailAddr=calderjp%40gmail.com>

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

Full information about the drop-off:

Claim ID: GvUTVMNQMb2yJsvp
Claim Passcode: bHA9fU6g89H2uK6f
Date of Drop-Off: 2016-04-22 12:17:49-0400

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

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

Please prove you are a person

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



Pickup Files

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

Drop-Off Summary

Click on a filename or icon to download that file.

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

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

Thank you

AMCO Staff

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

June 17, 2016

Fairbanks North Star Borough

Attn: Krista Major

VIA Email: kmajor@fnsb.us

Cc: mayor@fnsb.us
llivingston@fnsb.us

License Number:	10166
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Good LLC
Doing Business As:	GOOD LLC
Physical Address:	1949 Frank Ave Fairbanks, AK 99701
Designated Licensee:	Christian Hood
Phone Number:	907-322-4962
Email Address:	akgoodcannabis@gmail.com

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

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

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

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

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

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

Sincerely,

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

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov

From: [Marijuana Licensing \(CED sponsored\)](#)
To: [decfsspermit \(DEC sponsored\)](#); [Faulkner, Jessica R \(DPS\)](#); [Parks, Diana C \(DPS\)](#)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Good LLC DBA Good LLC license #10166
Date: Friday, June 17, 2016 9:57:00 AM
Attachments: [10166 DEC & Fire Notification.pdf](#)
[10166 MJ-02 Premises Diagram.pdf](#)
[10166 Online Application Redacted.pdf](#)

Good morning;

Please see attached correspondence regarding a marijuana establishment license.

Please direct all correspondence to marijuana.licensing@alaska.gov

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 17, 2016

Department of Environmental Conservation
Attn: Permitting Division
State Fire Marshal
Attn: Jessica Faulkner
Diana Parks

VIA email: DEC.FSSPermit@alaska.gov
jessica.faulkner@alaska.gov
diana.parks@alaska.gov

License Number:	10166
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Good LLC
Doing Business As:	GOOD LLC
Physical Address:	1949 Frank Ave Fairbanks, AK 99701
Designated Licensee:	Christian Hood
Phone Number:	907-322-4962
Email Address:	akgoodcannabis@gmail.com

3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located.

This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). **Please complete and return this form to the AMCO office at the email below.**

REVIEWER: _____ ☐ DEC ☐ Fire Marshal

DATE: _____ PHONE: _____

☐ Compliant ☐ Non-compliant

COMMENTS: _____

Last Name

Date

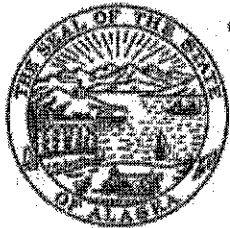
Page 2

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

Sincerely,

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

Cynthia Franklin, Director
marijuana.licensing@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

June 17, 2016

Department of Environmental Conservation

Attn: Permitting Division

State Fire Marshal

Attn: Jessica Faulkner

Diana Parks

VIA email: DEC.FSSPermit@alaska.gov

jessica.faulkner@alaska.gov

diana.parks@alaska.gov

License Number:	10166
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Good LLC
Doing Business As:	GOOD LLC
Physical Address:	1949 Frank Ave Fairbanks, AK 99701
Designated Licensee:	Christian Hood
Phone Number:	907-322-4962
Email Address:	akgoodcannabis@gmail.com

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This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). Please complete and return this form to the AMCO office at the email below.

REVIEWER:

Noelani Thompson

☒ DEC

☐ Fire Marshal

DATE: 06/17/16

PHONE: (907) 269-6289

☒ Compliant

☐ Non-compliant

COMMENTS: No permit is needed from DEC for this facility.

Last Name
Date
Page 2

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'C. Franklin', written over a horizontal line.

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["akgoodcannabis@gmail.com"](mailto:akgoodcannabis@gmail.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Complete Letter- Good LLC license #10166
Date: Friday, June 17, 2016 10:03:00 AM
Attachments: [10166 Complete Letter.pdf](#)

Good afternoon,

Please see attached correspondence regarding your marijuana establishment license.

Please read it carefully.

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 17, 2016

Good, LLC
DBA Good LLC
VIA email: akgoodcannabis@gmail.com

Re: Application Status for License # 10166

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 telephonic, is mandatory.** The address and call-in number for the meeting will be posted on our home page. Because July 7, 2016 is less than 60 days from today, the board will not grant or deny your application before August 13, 2016 unless your local government waives its right to protest per 3 AAC 306.075(a)(1). Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Sincerely,

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

Cynthia Franklin
Director, Marijuana Control Board

MISC.

DOCUMENTS

(not in any particular
order)

LEASE AGREEMENT

Good LLC, an Alaska Limited Liability Company, Entity No. 10036394 (hereinafter called Lessee), agrees to lease from the owner, Alaska Welding Services, Inc., an Alaska Corporation, Entity No. 113240 (hereinafter called Lessor), a commercial building in Fairbanks, Alaska, more particularly described below.

PREMISES: The leased premises are located at 1949 Frank Ave, Fairbanks, Alaska 99701. The legal description of the land on which the leased premises are situated is:

Lot 7, Block 11, Metro Industrial Air Park, 5th Edition, according to the plat filed January 4, 2005 at Plat No. 2005-1, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

CONDITION PRECEDENT: This lease is contingent upon Lessee's effort to obtain a license from the State of Alaska to cultivate marijuana in the State of Alaska. This agreement is null and void if the State of Alaska does not issue such a license.

TERM: The initial lease term is five (5) years, commencing at 12:01 a.m. on the first day of the month following the issuance of a State of Alaska license that permits the Lessee to cultivate marijuana in the State of Alaska, and ending 60 months later at 11:59 p.m. on the last day of the month.

OPTION TO RENEW: Lessee shall have an option of renewing the lease for two (2) additional consecutive terms each of five (5) years, upon such terms as are set forth in the Renewal section of this lease. Notice of Lessee's intent to exercise the option to renew shall be in writing, delivered to the Lessor no more than one hundred eighty (180) days before the expiration of the then current term.

MONTHLY INSTALLMENTS: Lessee shall pay the lease amount in monthly installments according to the following schedule:

- \$9,000.00 each month for months 1 through 12.
- \$9,250.00 each month for months 13 through 24.
- \$9,500.00 each month for months 25 through 36.
- \$9,750.00 each month for months 37 through 48.
- \$10,000.00 each month for months 49 through 60.

The Lessee shall deposit each monthly installment by Electronic Funds Transfer to the Lessor's bank account at Denali State Bank, Routing No. 125200921, Account No. 02 150 3966 on or before the last day of the month preceding the month for which payment is due during the term of the Lease. The Lessor may change the type or place of payment by notifying the Lessee, in writing, at least ten (10) days in advance of the payment being due. If the last day of the month preceding the month for which payment is due falls on a weekend or holiday, the rent must be paid on the first day that the bank is open thereafter.

The parties agree that the Lessee can purchase a five (5) day extension to pay the rent, from the last day of the preceding month to the 5th of the month, for One Hundred no/100 Dollars (\$100.00). This amount constitutes a separate contract with the consideration being forbearance in declaring the rent due. The result will avoid the \$500.00 liquidated damages resulting from late payment. This payment must be deposited to the Lessor's account on the day the original rent is due and cannot be paid after that day.

If the monthly rent is not paid when due, including any purchased extension, the parties agree that the Lessee will pay to the Lessor damages in a liquidated amount of Five Hundred and no/100 Dollars (\$500.00). This amount is agreed to be a reasonable estimate of the various direct and consequential damages that result when the rent is not paid on time and also recognizes the difficulties inherent in evaluating these damages, together with the impracticality of bring successive lawsuits for such amounts. The liquidated damages are not intended as a penalty, but are a considered estimate of the injury caused by the breach of the contract to pay rent. This amount will be paid out of the next funds received from the Lessee and must be paid simultaneously with the rent for the month. Unless the rent and damages are fully paid, the rent, and all future rents, will be considered to be partly unpaid and subject to the addition of this charge for every month until all liquidated damages and rent are paid current. In other words, if the rent is paid and this amount is outstanding, the rent will be considered to be short by the liquidated damages amount, and the rent will not be considered to be paid when due. When the next rent payment is due, even if the amount designated as rent is paid, it will be considered unpaid because the next liquidated damages will be subtracted first. Thus, liquidated damages will accrue the following month as well. The liquidated damages must be paid with the rent to avoid a continuing breach of the contract.

RENEWAL: The Lessee can renew this lease by providing to the Lessor a written notice of intent to renew no later than 180 days from the date that the lease expires. Failure to provide this notice will be deemed abandonment of any right to renew the lease. Upon receipt of notice from the Lessee the parties will enter into negotiations concerning the terms of the lease including the rental amount, and the amount to be charged for utilities, including water, electricity, heat, but excluding data transfer and telecommunications, and such other issues as experience has shown to the Lessor to be required.

If the Lessee exercises its option to renew the lease, then the parties agree to negotiate in good faith to arrive at a new monthly payment amount, which will not be less than 105% of the monthly amount due for the last month of the previous term, and not more than 110% of the monthly amount due for the last month of the previous term.

If the parties cannot come to agreement on the terms of the renewal, then the Arbitration provision of this lease shall be available should either party elect to use it upon written notice made no later than 60 days before the end of the lease term.

SECURITY DEPOSIT: There will be no security deposit required during this Lease.

DEPOSIT: The Lessee agrees to pay, within ten (10) days of demand, any sums required of the Lessor to rectify failure by the Lessee of any obligations implied or specified in this lease. Lessor shall have the right to proceed against Lessee to recover any sums required for cleaning, painting, or repairs to the premises and replacement of lost or missing items, for which Lessee is responsible, together with full actual attorney's fees and full costs.

PROPERTY TAXES: Lessee shall pay one-half of all annual real property taxes payable to the Fairbanks North Star Borough as additional rent. Lessor will pay the other one-half of annual real property taxes. Property taxes for 2016 shall be pro-rated from May 1, 2016.

OTHER TAXES: Lessee will pay all taxes attributable to the Lessee's business. Lessee shall obtain and maintain all necessary licenses and shall pay all taxes due on Lessee's business operations directly to the licensing or taxing authority.

UTILITIES/HEAT: The Lessee shall pay all utilities used at the demised premises, including electricity, heat, water, sewer, telecommunications, and data transfer.

USE: Lessee agrees that the premises will be used and occupied by the Lessee and for the operation of the Lessee's marijuana growing and manufacturing business, and for no other purpose without prior written permission from Lessor.

ACCEPTANCE & REPAIR: Lessee has inspected the premises prior to occupancy and accepts same as clean with no damage except for those items listed on any Inspection Report. The Lessee shall maintain the premises, parking area, decks, walls, floor and storage areas, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition. Lessee shall make, as and when needed or desired, at its own expense, all repairs, maintenance, and improvements to the premises and/or building of which they are part. At the conclusion of the Lease, Lessee shall pay for a building inspection, including a specific inspection for the detection of mold and other environmental hazards, and will pay the full cost to remediate any environmental hazards.

LESSEE IMPROVEMENTS: Premises are leased in an "as is" condition as of May 1, 2016. With prior written approval of Lessor, Lessee may make improvements or alteration to the premises that may be necessary to the operation of Lessee's business. Except as provided in the following paragraph regarding Alterations, Lessee shall return the premises to Lessor in the same condition that the building was delivered and received on May 1, 2016.

ALTERATIONS: Lessee agrees to do no painting or other decorating of the Premises, or make any alterations, changes, or additions to fixtures, locks or wiring

without the prior written consent of Lessor. All such alterations, additions, or improvements, as approved, shall be paid for by Lessee, shall become the property of Lessor, and shall remain upon the premises, and the ownership of such must be surrendered with the premises at the end of occupancy by Lessee. Lessor may require Lessee to remove any such alterations or improvements at Lessee's sole expense, and return the building to Lessor in the same condition that the building was delivered and received on May 1, 2016.

ACCESS TO PREMISES: The Lessor shall have the right to enter the premises during reasonable hours for the purpose of making inspections, repairs, or alterations to the premises, and during the last 30 days of the occupancy for the purpose of showing the premises. The Lessor shall retain a master key for the purpose of making any entry permitted hereunder. The Lessor will give 12 hours notice of the intent to enter. Additionally, an access key will be provided for entry by emergency services in the "lockbox" customarily used for that purpose.

INSURANCE: Insurance must be maintained by the Lessee, with the Lessor as an additional insured, in the amount of \$2,000,000.00 per occurrence; Replacement Cost for premises damage; Medical \$50,000.00, General Aggregate \$2,000,000.00, Products and Completed Operations \$2,000,000.00. There shall be no coinsurance.

LESSOR'S INABILITY TO PERFORM: The obligations of the Lessee to pay rent and to comply with all of the other provisions of this agreement shall not be impaired or excused by reason of the Lessor's inability to perform any of its obligations to supply any service required hereunder, if the Lessor is prevented or delayed from doing so by any cause beyond the reasonable control of the Lessor, except as otherwise provided by law.

RESPONSIBILITY FOR PROPERTY: It shall be the duty of the Lessee to provide fire, casualty, and liability insurance covering the premises occupied by the Lessee. The Lessor is to be disclosed to the agent and carrier as an additional insured and be entitled to notice of delinquency or intent to cancel. The Lessor shall not be responsible for any loss of, or damage to, personal property of the Lessee except as imposed by law.

SNOW REMOVAL/GROUNDSKEEPING: Lessee will pay the cost of snow removal. Lessee can ask to use Lessor's equipment to perform snow removal, which Lessor will permit if the equipment is available.

PARKING: Lessee shall have the non-exclusive use of non-reserved common automobile parking areas, driveways, and footways, in common with Lessor. Lessor reserves the right to designate parking areas for Lessee and Lessee's agents and employees.

ASSIGNMENT: The Lessee shall not assign this agreement, nor sublet the premises, or any part thereof, without the prior written consent of the Lessor.

NOTICE TO VACATE: The Lessee agrees that to terminate tenancy for non-payment of rent, **twenty (20) days** written notice must be given to the Lessee. Termination for any other cause by the Lessor shall be upon ten (10) days written notice. The Lessee may terminate the tenancy, without reason, by delivering to Lessor written notice at least **sixty (60) days prior** to the end of the then existing term of occupancy. The Lessee is liable for the full amount of the rent envisioned by this lease. Default on the Lessee's obligations will not release the Lessee from the full obligation assumed. Upon default or abandonment the amounts due pursuant to the lease will be accelerated and be immediately due and owing, and thus actionable. The Lessor will make reasonable efforts to mitigate damages and reduce the amount due the Lessor by 80% of the cover amount. The other 20% will compensate the Lessor, by way of liquidated damages due to the difficulty of proof and expense of litigation, for the effort and expense required to attempt to mitigate. The amount spent to attempt mitigation will be due whether mitigation is successful or not.

RE-RENTING/LEASING: The Lessee agrees that the Lessor shall have the right to show the premises to prospective Lessees for a period of sixty (60) days prior to expiration of the tenancy. The Lessor shall, whenever practicable, give Lessee twenty-four (24) hours prior notice of its intention to enter premises for this purpose.

REMOVAL OF PROPERTY: The Lessee agrees that upon termination of the tenancy, the Lessor may immediately enter the premises and take possession of any property found therein which is reasonably deemed abandoned by the Lessee. The Lessor shall store the same and mail a notice to the Lessee's last known address stating the location and address of stored property. After fifteen (15) days from the date of notice, the Lessor may sell or otherwise dispose of such property and may apply any income derived from sale against monies due Lessor, including drayage and storage. Any excess income shall also be deemed to be Lessor's.

COMPLIANCE WITH LAWS AND REGULATIONS: The Lessee shall comply with all applicable laws, orders, and regulations of any governmental authority which imposes any duty upon Lessor or Lessee with respect to the premises or the use and occupancy thereof, and Lessee shall not do or permit anything to be done which will increase the rate of fire insurance on the premises or the building of which it is a part, or the property located therein. Lessee shall indemnify and hold Lessor harmless from all risks of harm to any person, and from any action by any governmental authority, related to the operation of Lessee's business on the premises.

DAMAGE AND DESTRUCTION: If the premises, or any part thereof, is so damaged by fire, casualty or structural defect, such damage or defects not being the result of negligence by Lessee or by any of Lessee's agents, employees or invitees, that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this lease as of the date of such damage. In the event of minor damage to any part of the premises, and if such damage does not render the leased

premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the lease term that the premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes.

CONDEMNATION: If any legally constituted authority condemns the premises or such part thereof which shall make the premises unsuitable for leasing, this lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

SUBORDINATION: Lessee accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing, or hereafter arising, upon the premises and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Lessor is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the premises. Lessee agrees that it will from time to time, upon request by Lessor, execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

TAKING: Should the property be taken by an entity with the power of eminent domain the Lessor, the lease will expire of its own force, the Lessor will retain all proceeds and the Lessee will vacate the premises upon demand.

NO WAIVER IMPLIED: No waiver by the Lessor of any default shall operate as a waiver of any other default or of a like default on a future occasion. No delay or omission on the part of the Lessor in exercising any of its rights shall operate as a waiver of such right or any other rights.

NO CONSENT IMPLIED: No consent by the Lessor to an act or omission by Lessee shall constitute consent to any other act or omission or to a like act or omission on a future occasion.

NO RECORDING: The Lessee shall not record this lease or a memorandum of this lease without the written consent of the Lessor.

LESSEE ADVICE OF COUNSEL AND CONSTRUCTION: The Lessee and the Lessor have the opportunity to consult with counsel. The rule of construction that an instrument shall be construed more strictly against the party who drafted it shall not apply to this lease.

CUMULATIVE REMEDIES: No right or remedy herein conferred upon, or reserved to, the Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law, in equity or by statute.

NOTICE: Hand delivered notice left with an adult at the Lessee's or party's place of business will suffice as notice. Service by a process server, in accord with the rules for serving process in Alaska, will also be sufficient notice. Mailed notice shall be effective if sent to the address designated in writing by the individual to be charged with notice and sent by United States, certified mail with a return receipt requested. The notice will be deemed made on the date of the delivery acknowledged on the returned receipt. If the certified mail notification is returned uncollected, then the notice shall be deemed made as of the date of mailing. The original mailing addresses are set forth in the opening paragraph of this Lease. The address for notice must be changed in writing signed by both parties.

ARBITRATION: In the event a dispute arises concerning this lease or its formation, the parties will attempt non-binding arbitration before terminating any right or resorting to litigation. Each party will choose an arbitrator and the arbitrators will choose a tie breaker. Then, upon presentation by each party of its position, the arbitrators shall deliberate and inform the parties of their decision. The cost of arbitration will be paid by the party initiating it, in advance, to the primary arbitrator for the full expected cost of the arbitration. The cost of the arbitration will be assessed by the arbitrators in proportion to their opinion about the good faith and strength of the respective positions.

ATTORNEY FEES: If The Lessor or Lessee shall bring any action for any relief against the other, declaratory, injunctive, or otherwise, arising out of this lease, and its formation, including any suit by the Lessor for the recovery of rent or possession of the premises, the losing party shall pay the successful party the other's full actual, reasonable attorney's fees and full actual, reasonable costs incurred in bringing such suit to the extent permitted by law. Should the remedy be achieved without litigation the same payment provision applies to the cost of achieving agreement or arbitration.

SEVERABILITY: If any provision of this lease, or the application thereof to any

person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this lease, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall continue in effect and be enforced to the greatest extent permitted by law.

SUCCESSOR AND ASSIGNS: This lease shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This lease may not be assigned by any party without the express written consent of the other party.

GOVERNING LAW: This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alaska.

VENUE: All legal action pertaining to this agreement, or the formation of this agreement, shall be had in the State of Alaska, Fourth Judicial District at Fairbanks, Alaska.

TIME OF ESSENCE: Time shall be of the essence of the performance of the obligations of this Lease. This means that every provision must be performed exactly when required by the Lease, and any late performance does not cure the underlying default.

INTEGRATION/MODIFICATION: This lease contains the entire, final and binding understanding of the parties with respect to the subject matter of the lease, and it supersedes all prior negotiations, acts, understandings, forbearances, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This lease, in whole or in part, cannot be changed, modified, extended, or discharged orally, and no waiver of compliance with any provision or condition hereof, and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

SIGNATURES ON SEPARATE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease.

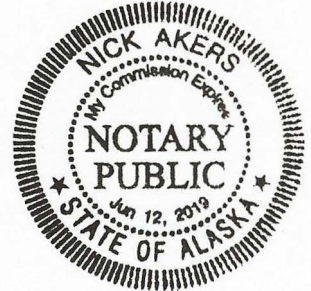
Dated: 5/24/16

Alaska Welding Services, Inc., Lessor

Gary J. Kinzer
By: Gary J. Kinzer, its President

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 24th day of April, 2016, by Gary J. Kinzer, in his representative capacity as President, Alaska Welding Services, Inc.



Nick Akers
Notary Public for the State of Alaska
My commission expires: 6/12/19

Dated: 5/18/16

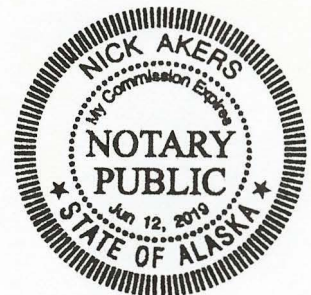
Good LLC, Lessee

Christian Hood
By: Christian Hood, Organizer and Member

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 18th day of April 2016, by Christian Hood, in her representative capacity as Organizer and Member of Good LLC.

Nick Akers
Notary Public for Alaska
My commission expires: 6/12/19



LEASE AGREEMENT

Good LLC, an Alaska Limited Liability Company, Entity No. 10036394 (hereinafter called Lessee), agrees to lease from the owner, Alaska Welding Services, Inc., an Alaska Corporation, Entity No. 113240 (hereinafter called Lessor), a commercial building in Fairbanks, Alaska, more particularly described below.

PREMISES: The leased premises are located at 1949 Frank Ave, Fairbanks, Alaska 99701. The legal description of the land on which the leased premises are situated is:

Lot 7, Block 11, Metro Industrial Air Park, 5th Edition, according to the plat filed January 4, 2005 at Plat No. 2005-1, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

CONDITION PRECEDENT: This lease is contingent upon Lessee's effort to obtain a license from the State of Alaska to cultivate marijuana in the State of Alaska. This agreement is null and void if the State of Alaska does not issue such a license.

TERM: The initial lease term is five (5) years, commencing at 12:01 a.m. on the first day of the month following the issuance of a State of Alaska license that permits the Lessee to cultivate marijuana in the State of Alaska, and ending 60 months later at 11:59 p.m. on the last day of the month.

OPTION TO RENEW: Lessee shall have an option of renewing the lease for two (2) additional consecutive terms each of five (5) years, upon such terms as are set forth in the Renewal section of this lease. Notice of Lessee's intent to exercise the option to renew shall be in writing, delivered to the Lessor no more than one hundred eighty (180) days before the expiration of the then current term.

MONTHLY INSTALLMENTS: Lessee shall pay the lease amount in monthly installments according to the following schedule:

- \$9,000.00 each month for months 1 through 12.
- \$9,250.00 each month for months 13 through 24.
- \$9,500.00 each month for months 25 through 36.
- \$9,750.00 each month for months 37 through 48.
- \$10,000.00 each month for months 49 through 60.

The Lessee shall deposit each monthly installment by Electronic Funds Transfer to the Lessor's bank account at Denali State Bank, Routing No. 125200921, Account No. 02 150 3966 on or before the last day of the month preceding the month for which payment is due during the term of the Lease. The Lessor may change the type or place of payment by notifying the Lessee, in writing, at least ten (10) days in advance of the payment being due. If the last day of the month preceding the month for which payment is due falls on a weekend or holiday, the rent must be paid on the first day that the bank is open thereafter.

The parties agree that the Lessee can purchase a five (5) day extension to pay the rent, from the last day of the preceding month to the 5th of the month, for One Hundred no/100 Dollars (\$100.00). This amount constitutes a separate contract with the consideration being forbearance in declaring the rent due. The result will avoid the \$500.00 liquidated damages resulting from late payment. This payment must be deposited to the Lessor's account on the day the original rent is due and cannot be paid after that day.

If the monthly rent is not paid when due, including any purchased extension, the parties agree that the Lessee will pay to the Lessor damages in a liquidated amount of Five Hundred and no/100 Dollars (\$500.00). This amount is agreed to be a reasonable estimate of the various direct and consequential damages that result when the rent is not paid on time and also recognizes the difficulties inherent in evaluating these damages, together with the impracticality of bring successive lawsuits for such amounts. The liquidated damages are not intended as a penalty, but are a considered estimate of the injury caused by the breach of the contract to pay rent. This amount will be paid out of the next funds received from the Lessee and must be paid simultaneously with the rent for the month. Unless the rent and damages are fully paid, the rent, and all future rents, will be considered to be partly unpaid and subject to the addition of this charge for every month until all liquidated damages and rent are paid current. In other words, if the rent is paid and this amount is outstanding, the rent will be considered to be short by the liquidated damages amount, and the rent will not be considered to be paid when due. When the next rent payment is due, even if the amount designated as rent is paid, it will be considered unpaid because the next liquidated damages will be subtracted first. Thus, liquidated damages will accrue the following month as well. The liquidated damages must be paid with the rent to avoid a continuing breach of the contract.

RENEWAL: The Lessee can renew this lease by providing to the Lessor a written notice of intent to renew no later than 180 days from the date that the lease expires. Failure to provide this notice will be deemed abandonment of any right to renew the lease. Upon receipt of notice from the Lessee the parties will enter into negotiations concerning the terms of the lease including the rental amount, and the amount to be charged for utilities, including water, electricity, heat, but excluding data transfer and telecommunications, and such other issues as experience has shown to the Lessor to be required.

If the Lessee exercises its option to renew the lease, then the parties agree to negotiate in good faith to arrive at a new monthly payment amount, which will not be less than 105% of the monthly amount due for the last month of the previous term, and not more than 110% of the monthly amount due for the last month of the previous term.

If the parties cannot come to agreement on the terms of the renewal, then the Arbitration provision of this lease shall be available should either party elect to use it upon written notice made no later than 60 days before the end of the lease term.

SECURITY DEPOSIT: There will be no security deposit required during this Lease.

DEPOSIT: The Lessee agrees to pay, within ten (10) days of demand, any sums required of the Lessor to rectify failure by the Lessee of any obligations implied or specified in this lease. Lessor shall have the right to proceed against Lessee to recover any sums required for cleaning, painting, or repairs to the premises and replacement of lost or missing items, for which Lessee is responsible, together with full actual attorney's fees and full costs.

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UTILITIES/HEAT: The Lessee shall pay all utilities used at the demised premises, including electricity, heat, water, sewer, telecommunications, and data transfer.

USE: Lessee agrees that the premises will be used and occupied by the Lessee and for the operation of the Lessee's marijuana growing and manufacturing business, and for no other purpose without prior written permission from Lessor.

ACCEPTANCE & REPAIR: Lessee has inspected the premises prior to occupancy and accepts same as clean with no damage except for those items listed on any Inspection Report. The Lessee shall maintain the premises, parking area, decks, walls, floor and storage areas, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition. Lessee shall make, as and when needed or desired, at its own expense, all repairs, maintenance, and improvements to the premises and/or building of which they are part. At the conclusion of the Lease, Lessee shall pay for a building inspection, including a specific inspection for the detection of mold and other environmental hazards, and will pay the full cost to remediate any environmental hazards.

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RESPONSIBILITY FOR PROPERTY: It shall be the duty of the Lessee to provide fire, casualty, and liability insurance covering the premises occupied by the Lessee. The Lessor is to be disclosed to the agent and carrier as an additional insured and be entitled to notice of delinquency or intent to cancel. The Lessor shall not be responsible for any loss of, or damage to, personal property of the Lessee except as imposed by law.

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COMPLIANCE WITH LAWS AND REGULATIONS: The Lessee shall comply with all applicable laws, orders, and regulations of any governmental authority which imposes any duty upon Lessor or Lessee with respect to the premises or the use and occupancy thereof, and Lessee shall not do or permit anything to be done which will increase the rate of fire insurance on the premises or the building of which it is a part, or the property located therein. Lessee shall indemnify and hold Lessor harmless from all risks of harm to any person, and from any action by any governmental authority, related to the operation of Lessee's business on the premises.

DAMAGE AND DESTRUCTION: If the premises, or any part thereof, is so damaged by fire, casualty or structural defect, such damage or defects not being the result of negligence by Lessee or by any of Lessee's agents, employees or invitees, that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to

Lessor to terminate this lease as of the date of such damage. In the event of minor damage to any part of the premises, and if such damage does not render the leased premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the lease term that the premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes.

CONDEMNATION: If any legally constituted authority condemns the premises or such part thereof which shall make the premises unsuitable for leasing, this lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

SUBORDINATION: Lessee accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing, or hereafter arising, upon the premises and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Lessor is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the premises. Lessee agrees that it will from time to time, upon request by Lessor, execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as Lessor shall reasonably require.

TAKING: Should the property be taken by an entity with the power of eminent domain the Lessor, the lease will expire of its own force, the Lessor will retain all proceeds and the Lessee will vacate the premises upon demand.

NO WAIVER IMPLIED: No waiver by the Lessor of any default shall operate as a waiver of any other default or of a like default on a future occasion. No delay or

omission on the part of the Lessor in exercising any of its rights shall operate as a waiver of such right or any other rights.

NO CONSENT IMPLIED: No consent by the Lessor to an act or omission by Lessee shall constitute consent to any other act or omission or to a like act or omission on a future occasion.

NO RECORDING: The Lessee shall not record this lease or a memorandum of this lease without the written consent of the Lessor.

LESSEE ADVICE OF COUNSEL AND CONSTRUCTION: The Lessee and the Lessor have the opportunity to consult with counsel. The rule of construction that an instrument shall be construed more strictly against the party who drafted it shall not apply to this lease.

CUMULATIVE REMEDIES: No right or remedy herein conferred upon, or reserved to, the Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law, in equity or by statute.

NOTICE: Hand delivered notice left with an adult at the Lessee's or party's place of business will suffice as notice. Service by a process server, in accord with the rules for serving process in Alaska, will also be sufficient notice. Mailed notice shall be effective if sent to the address designated in writing by the individual to be charged with notice and sent by United States, certified mail with a return receipt requested. The notice will be deemed made on the date of the delivery acknowledged on the returned receipt. If the certified mail notification is returned uncollected, then the notice shall be deemed made as of the date of mailing. The original mailing addresses are set forth in the opening paragraph of this Lease. The address for notice must be changed in writing signed by both parties.

ARBITRATION: In the event a dispute arises concerning this lease or its formation, the parties will attempt non-binding arbitration before terminating any right or resorting to litigation. Each party will chose an arbitrator and the arbitrators will chose a tie breaker. Then, upon presentation by each party of its position, the arbitrators shall deliberate and inform the parties of their decision. The cost of arbitration will be paid by the party initiating it, in advance, to the primary arbitrator for the full expected cost of the arbitration. The cost of the arbitration will be assessed by the arbitrators in proportion to their opinion about the good faith and strength of the respective positions.

ATTORNEY FEES: If The Lessor or Lessee shall bring any action for any relief against the other, declaratory, injunctive, or otherwise, arising out of this lease, and its formation, including any suit by the Lessor for the recovery of rent or possession of the premises, the losing party shall pay the successful party the other's full actual, reasonable attorney's fees and full actual, reasonable costs incurred in bringing such suit to the extent

permitted by law. Should the remedy be achieved without litigation the same payment provision applies to the cost of achieving agreement or arbitration.

SEVERABILITY: If any provision of this lease, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this lease, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall continue in effect and be enforced to the greatest extent permitted by law.

SUCCESSOR AND ASSIGNS: This lease shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This lease may not be assigned by any party without the express written consent of the other party.

GOVERNING LAW: This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alaska.

VENUE: All legal action pertaining to this agreement, or the formation of this agreement, shall be had in the State of Alaska, Fourth Judicial District at Fairbanks, Alaska.

TIME OF ESSENCE: Time shall be of the essence of the performance of the obligations of this Lease. This means that every provision must be performed exactly when required by the Lease, and any late performance does not cure the underlying default.

INTEGRATION/MODIFICATION: This lease contains the entire, final and binding understanding of the parties with respect to the subject matter of the lease, and it supersedes all prior negotiations, acts, understandings, forbearances, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This lease, in whole or in part, cannot be changed, modified, extended, or discharged orally, and no waiver of compliance with any provision or condition hereof, and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

SIGNATURES ON SEPARATE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease.

Dated: 6/10

Alaska Welding Services, Inc., Lessor

Gary J. Kinzer

By: Gary J. Kinzer, its President

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 10th day of April, 2016, by Gary J. Kinzer, in his representative capacity as President, Alaska Welding Services, Inc.

Nick Akers
Notary Public for the State of Alaska
My commission expires: 6/12/19

Dated: 6/10

Good LLC, Lessee

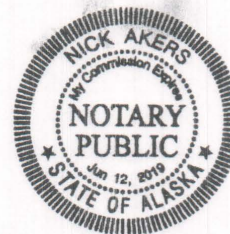
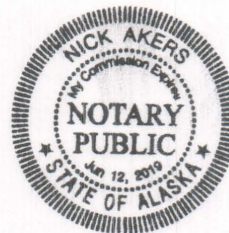
Christian Hood

By: Christian Hood, Organizer and Member

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 10th day of April 2016, by Christian Hood, in her representative capacity as Organizer and Member of Good LLC.

Nick Akers
Notary Public for Alaska
My commission expires: 6/12/19





Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GOOD LLC				
Physical Address:	1949 Frank Ave				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:					
Email Address:	akgoodcannabis@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<div>Certificate of Organization.pdf Articles of Organization.pdf 16702 signed Site Plans, 4.27.16_Outlined.pdf Signed Lease 12June2016.pdf</div>
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

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

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

Good LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **March 03, 2016**.

Chris Hladick
Commissioner



THE STATE

of

ALASKA

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

AK Entity #: 10036394
Date Filed: 03/03/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-3/3/2016 9:33:25 AM

1 - Entity Name

Legal Name: Good LLC

2 - Purpose

Cultivation, manufacturing and retail sales of cannabis.

3 - NAICS Code

111422 - FLORICULTURE PRODUCTION

4 - Registered Agent

Name: Christian Hood

Mailing Address: PO BOX 83091, Fairbanks, AK 99708

Physical Address: 2101 Charljo Loop, Fairbanks, AK 99709

5 - Entity Addresses

Mailing Address: 356 Old Steese Hwy, Fairbanks, AK 99701

Physical Address: 356 Old Steese Hwy, Fairbanks, AK 99701

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Christian Hood			Organizer

Name of person completing this online application

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

Name: Christian Hood

June 12, 2016

AMCO

Via email: marijuana.licensing@alaska.gov

Re: Standard Marijuana Cultivation Facility license application #10166

Dear Cynthia Franklin,

Regarding your general question about the two submitted diagrams, we are leasing the entire building, which was previously divided into two units. The current floor plan that was submitted (which reads at the bottom "1949B Frank Avenue") was drawn for one unit due to the lack of access to the building during drafting. However, the east half of the building is a mirror image of the west half that was drafted on the diagram. The buildout floor plan submitted is for the entire building.

We have included the outlined the proposed licensed premises in red on a copy of the MJ-02 Premises Diagram. This request was likely related to the question about whether we were leasing only one of the formerly two units of the building (see above). Thus, the red outline is of the entire building.

We have changed the lease wording to explicitly state that the warehouse owner will not take possession of any controlled substances:

"This paragraph does not authorize Lessor to sell or dispose of any controlled substances, which shall continue to be stored, at Lessee's expense, and delivered to Lessee upon payment of the reasonable storage costs."

We have attached copies of the relevant Entity Documents (Certificate of Organization, Articles of Organization, Operating Plan).

Sincerely,

Christian Hood,

Owner, Good LLC

OPERATING AGREEMENT

The following document is the operating agreement of:

Good, LLC

Hereafter referred to in this document as "The Company."

The Company was formed on March 3, 2016, when articles of organization were filed with the state of Alaska. A copy of this document has been placed in The Company record book. All members of The Company hereby agree with its provisions. The Company will be managed by its member(s).

GENERAL PROVISIONS

Ownership Percentage—A member's ownership interest in The Company shall be calculated as a percentage based on the member's contribution. A member's "ownership percentage" shall be calculated as follows: the member's capital contribution divided by total contributed capital shown on the books of The Company. Transfer of a member's ownership of The Company, or a change in the member's ownership percentage in The Company may only take place upon approval of a majority of the members.

Voting—Each member shall be entitled to vote on matters affecting The Company at a meeting held to discuss such matters. A member's voting "power" shall be equal to the member's ownership percentage.

Compensation—Members will not be paid for their time in managing The Company. Members may, however, receive compensation in the form of salaries, bonuses, or any other gratuity allowed by law for services rendered to The Company as an employee, officer, or independent contractor. Also, members may be reimbursed for reasonable expenses incurred on behalf of The Company as evidenced by proper receipts.

Other Business Interests—A member may not own or be involved in any way with an activity or entity that competes with The Company, or otherwise might diminish the earning potential of The Company without the prior written approval of all members.

Meetings—At this time, The Company does not have scheduled meetings, but it may provide for such scheduled meetings upon the approval of a majority of members. A special meeting may be requested by a member at any time either verbally or in writing. The member making this call for a meeting shall provide a proposed date and time for the meeting. Agreement to have a meeting can be expressed by the members either verbally or in writing. If any member can not attend the meeting, then the member(s) unable to attend shall propose an alternative date and time for the meeting.

If all the members cannot attend the proposed meeting, then it shall be postponed until all members can attend. A requested meeting may not be postponed for more than six months. A meeting of The Company may be held without all members in attendance if the member(s) unable to attend provide in writing their approval of the meeting.

Minutes of all meetings shall be taken and a copy provided to all members. A copy shall also be placed in the Company minute book.

Membership Certificates—The Company shall provide membership certificates to each member, a sample of which shall be attached to this agreement. Each membership certificate shall be sequentially numbered and reflect the member's ownership percentage. It shall also bear the name of The Company and the name of the member. It shall be signed and dated by The Company's duly appointed secretary as provided in this agreement.

FINANCIAL PROVISIONS

Tax Classification—The members intend for The Company to be taxed as a Partnership. Officers are hereby granted authority to do whatever necessary to retain Partnership tax status with State and Federal agencies.

Accounting—The Company shall have a tax year beginning January 1 and ending December 31 of each year. Accordingly, The Company shall be known as a calendar year taxpayer. The books of the Company shall be maintained on a cash basis.

Tax Matters Partner—The Company shall appoint a representative to handle tax and accounting matters. This person shall be the Secretary of The Company, and if the Secretary is unable to act in this position, then the President shall act instead.

Banking—The President and/or Secretary of The Company shall establish bank account(s) with a bank that meets the approval of all members. The President and Secretary shall sign on the account and have the authority to draft funds from said accounts for payment of company obligations. No officer of The Company shall have the authority to borrow money or obtain lines of credit without express written approval of all members. This does not, however, apply to credit accounts opened with suppliers. The officers may obtain credit from suppliers in due course of operating the business. Bank statements shall be available to all members at any time upon their request either verbally or in writing.

Property—Title to all property purchased or leased for The Company shall be titled in the name of The Company. Officers are hereby granted authority to lease equipment on behalf of The Company in due course of business.

Capital Contributions—In consideration for their percentage ownership in The Company, members shall contribute either cash, property, or services to The Company.

Cash received shall be deposited in The Company's bank account and no interest shall be paid on the amount. Title to any property given shall be transferred to The Company. Below is an accounting of consideration given by the members in exchange for their ownership in The Company.

Members may decide occasionally that additional capital must be contributed to The Company. This decision shall be made at a meeting of the members with all members in attendance. Since any change in the capital accounts will result in a change in the ownership percentage, the decision must be unanimous.

Capital Withdrawals—Members are not allowed to withdraw their capital contributions without written approval of all members. Members will not be able to "Draw" against their capital contributions without written approval of all members. Loans to members may be approved from time to time as circumstances arise. Loans must be approved by all members.

Distributions—From time to time distributions may be made from profits, sale of equipment, or other sources. Before payment, distributions shall be approved by all members and shall be paid to each member in proportion to their ownership percentage. In the event that The Company ceases operations, distributions of cash and property shall be made to the members after all creditors and suppliers are paid. Such a distribution shall be made to the members in proportion to their own percentage.

OWNERSHIP

Changes in Ownership—A member can withdraw from The Company at any time. The member wanting to withdraw must give written notice to the other members 60 days prior to the date of withdrawal.

Transfer of Membership—A member may not transfer, sell, assign, offer as collateral, or pledge his/her ownership in The Company without prior written approval of the other members. This transfer restriction also applies to the members voting rights.

DISSOLUTION

The Company shall be dissolved upon any of the following events:

- Death or other event that prevents a member from participating in the operation of The Company. In this event, the remaining members may vote not to dissolve The Company within 90 days. If the remaining members agree unanimously, The Company shall continue and not dissolve.
- Agreement of all members to dissolve The Company

OTHER PROVISIONS

Officers—Members may agree to appoint one or more officers to be responsible for representing The Company in its due course of business. It is agreed to appoint at least a President and a Secretary. Other offices and officers may be appointed as the need arises or at the pleasure of the members. Officers may be compensated for services rendered in their prospective positions. This compensation may be in addition to any other compensation received from The Company.

The following members shall be officers of the Company:

Christian Hood

Linda Lewis

Company Records—The Company Secretary must maintain all records for The Company that are required by law. This may include but not be limited to a list of all members including their addresses and ownership percentage, records of ownership transfers, minutes of all member meetings, bank statements and accounting records. These records are to be kept at the principal office of The Company and may be reviewed by any member by giving at least one day's notice to The Company's Secretary.

Authority—Officers of the Company and or any member of The Company has authority to transact any business or enter into any transaction or carry out any act to complete the formation of the Company or further its financial interest in the due course of business with one exception: No member has authority to obtain loans, lines of credit or commit The Company to any bank or lending institution without prior written approval of all members.

Disputes—In the event of a dispute between the members regarding this operating agreement or any matter regarding The Company, the dispute shall be settled by arbitration according to the rules of the American Arbitration Association. The arbitration or mediation service hearing the dispute shall be agreed upon by the members before proceeding. The cost of the arbitration/mediation shall be borne by The Company.

If the dispute cannot be settled by arbitration, the matter may go before a court with jurisdiction in such matters. If the matter goes before a court, then the members individually shall bear the cost of the proceedings. The prevailing party may seek reimbursement of expenses related to the proceedings.

Changes—This document is the only agreement between the members of The Company and replaces any verbal or written agreement between members. It cannot be

replaced, amended or altered in any way without the approval of the members of The Company that adopted and approved the agreement being replaced or amended. If any provision of this agreement is determined to be legally unenforceable, then that provision only shall be stricken from the agreement, leaving the remainder of the agreement in force.

As evidenced by their signatures below, the members hereby adopt this agreement in its entirety and agree to be bound by its terms. The signatures need not be notarized.

Date June 9th 2016

Signatures of all officers:

CHORZ
[Signature]
[Signature]
[Signature]



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Good LLC	License Number:	10166		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GOOD LLC				
Physical Address:	1949 Frank Ave				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:					
Email Address:	akgoodcannabis@gmail.com				

Section 2 – Attached Items

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

Attached Items:	<div>Operating Agreement.pdf Response Letter to Incomplete Application Letter.doc</div>
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OFFICE USE ONLY

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

of **ALASKA**

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

AK Entity #: 10036394
Date Filed: 06/14/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-6/14/2016 5:54:25 PM

Entity Name: Good LLC
Entity Number: 10036394
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: Christian Hood
Physical Address: 2101 CHARLIJO LOOP,
FAIRBANKS, AK 99709
Mailing Address: PO BOX 83091, FAIRBANKS, AK
99708

Entity Physical Address: 356 OLD STEESE HWY, FAIRBANKS, AK 99701

Entity Mailing Address: 356 OLD STEESE HWY, FAIRBANKS, AK 99701

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

Name	Address	% Owned	Titles
Linda Lewis	2535 Allen Adale Rd, Fairbanks, AK 99709	15	Member
Christian Hood, I	2101 Charlijo Lp, Fairbanks, AK 99709	85	Manager, Member

NAICS Code: 111422 - FLORICULTURE PRODUCTION

New NAICS Code (optional):

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

Name: Christian Hood