



## MEMORANDUM

TO: Chair and Members of the Board      DATE: June 30, 2016  
FROM: Cynthia Franklin      RE: Isidore #10248  
Director, Marijuana Control Board

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

Date Application Initiated: 3/31/2016  
Date Under Review: 05/26/2016  
Incomplete Letter(s) Date: 06/01/2016  
Date Final Corrections Submitted: 06/08/2016  
Determined Complete/Notices Sent: 06/13/2016  
Local Government Response/Date: 06/14/2016 – Protest pending Municipal license and special land use permit  
DEC Response/Date: N/A (MOA)  
Fire Marshal Response/Date: N/A (MOA)  
Objection(s) Received/Date: None  
Staff questions for Board: None

# Application Documents (Final)

# Alcohol & Marijuana Control Office

**License Number:** 10248

**License Status:** New

**License Type:** Standard Marijuana Cultivation Facility

**Doing Business As:** ISIDORE

**Business License Number:** 1034747

**Designated Owner:** Kyle A. Denton

**Email Address:** kdenton@corvuscontractors.com

**Latitude, Longitude:** 61.102000, -149.530000

**Physical Address:** 100 W. International Airport Rd.  
Anchorage, AK 99518  
UNITED STATES

## Owner #1

**Owner Type:** Entity

**Alaska Entity Number:** 10037086

**Alaska Entity Name:** Isidore, LLC

**Phone Number:** 907-301-9793

**Email Address:** kdenton@corvuscontractors.com

**Mailing Address:** PO Box 90064  
Anchorage, AK 99509  
UNITED STATES

## Affiliate #1

**Owner Type:** Individual

**Name:** David L. McConnell

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 907-561-2183

**Email Address:** dmccConnell@corvuscontractors.com

**Mailing Address:** PO Box 90801  
Anchorage, AK 99509  
UNITED STATES

## Affiliate #2

**Owner Type:** Individual

**Name:** Kyle A. Denton

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 907-301-9793

**Email Address:** kdenton@corvuscontractors.com

**Mailing Address:** 8521 Emerald Street  
Anchorage, AK 99502  
UNITED STATES



## Alaska Marijuana Control Board

**Form MJ-00: Application Certifications****What is this form?**

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

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

**Section 1 - Establishment Information**

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

Licensee:	Isidore, LLC	License Number:	10248		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ISIDORE				
Premises Address:	100 W. International Airport Rd.				
City:	Anchorage	State:	ALASKA	ZIP:	99518

**Section 2 - Individual Information**

Enter information for the individual licensee or affiliate.

Name:	David L. McConnell
Title:	Managing Member

**Section 3 - Other Licenses**

Ownership and financial interest in other licenses:

Yes No

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

☒ ☐

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

Plan to own: Retail marijuana store and marijuana product manufacturing facility





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.

DM

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

DM

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

DM

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.

DM

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.

DM

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.

DM

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).

DM

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

DM

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.

DM

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.

DM

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

DM

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.

DM





Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

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

Initials

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

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

☐

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

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

☒

**All marijuana establishment license applicants:**

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

[Signature]

Signature of licensee

Subscribed and sworn to before me this 23 day of May, 2016.



[Signature]

Notary Public in and for the State of Alaska.

My commission expires: 9/1/18





## 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:	Isidore, LLC	License Number:	10248		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ISIDORE				
Premises Address:	100 W. International Airport Rd.				
City:	Anchorage	State:	ALASKA	ZIP:	99518

**Section 2 - Individual Information**

Enter information for the individual licensee or affiliate.

Name:	Kyle A. Denton
Title:	Managing Member

**Section 3 - Other Licenses**

Ownership and financial interest in other licenses:

Yes No

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

☒☐

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

Plan to own: Retail marijuana store and marijuana product manufacturing facility





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.

KD

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

KD

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

KD

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.

KD

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.

KD

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.

KD

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).

KD

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

KD

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.

KD

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.

KD

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

KD

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.

KD





Alaska Marijuana Control Board

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☐

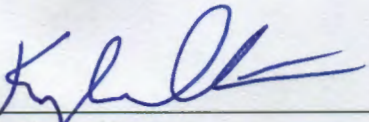
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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

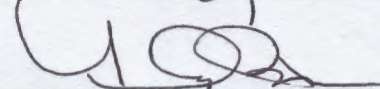
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All marijuana establishment license applicants:

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

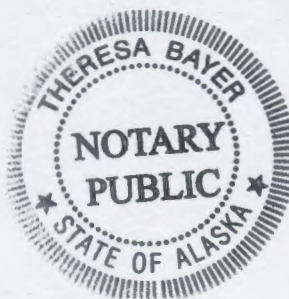
  
\_\_\_\_\_  
Signature of licensee

Subscribed and sworn to before me this 23 day of May, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 9/1/18







## Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

### What is this form?

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

### What must be covered in an operating plan?

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

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

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

## Section 1 – Establishment Information

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

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

Mailing Address:					
City:		State:		ZIP:	

Primary Contact:			
Main Phone:		Cell Phone:	
Email:			



## Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

## Section 2 – Security

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

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

### Restricted Access Areas (3 AAC 306.710):

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

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



**Alaska Marijuana Control Board**

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

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

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



**Alaska Marijuana Control Board**

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

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

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

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

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



**Alaska Marijuana Control Board**

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

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

**Describe your policies and procedures for preventing loitering:**

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





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

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

### Video Surveillance (3 AAC 306.720):

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

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

Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	<input type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input type="checkbox"/>	<input type="checkbox"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

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

**Location of Surveillance Equipment and Video Surveillance Records:**

Yes No

Surveillance room or area is clearly defined on the premises diagram

☐ ☐

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

☐ ☐

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

☐ ☐

Video surveillance records are stored off-site

☐ ☐



## Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

### Business Records (3 AAC 306.755):

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

#### Business Records Maintained and Kept on the Licensed Premises:

Yes No

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

☐ ☐

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

☐ ☐

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

☐ ☐

Records related to advertising and marketing

☐ ☐

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

☐ ☐

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

☐ ☐

All records normally retained for tax purposes

☐ ☐

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

☐ ☐

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

☐ ☐



**Alaska Marijuana Control Board**

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

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

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



**Alaska Marijuana Control Board**

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

## **Section 3 – Inventory Tracking of All Marijuana and Marijuana Product**

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

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

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

**Marijuana Tracking and Weighing:**

Yes No

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

☐☐

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

☐☐

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





**Alaska Marijuana Control Board**

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

## **Section 4 – Employee Qualification and Training**

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

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

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

**Marijuana Handler Permit:**

Yes No

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

☐ ☐

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

☐ ☐

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

☐ ☐

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



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

### Section 5 – Waste Disposal

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

Applicants should be able to answer “Yes” to the statement below.

**Marijuana Waste Disposal:**

Yes

No

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

☐☐

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

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



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

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



**Alaska Marijuana Control Board**

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

### **Section 6 – Transportation and Delivery of Marijuana and Marijuana Products**

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

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

**Marijuana Transportation:**

Yes No

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

☐ ☐

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

☐ ☐

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

☐ ☐

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

☐ ☐

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

☐ ☐

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

☐ ☐

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

☐ ☐



**Alaska Marijuana Control Board**

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

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

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





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

### Section 7 – Signage and Advertising

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

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

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

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

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

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

Agree Disagree

Is false or misleading

☐ ☐

Promotes excessive consumption

☐ ☐

Represents that the use of marijuana has curative or therapeutic effects

☐ ☐

Depicts a person under the age of 21 consuming marijuana

☐ ☐

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

☐ ☐



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

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

☐ ☐

On or in a public transit vehicle or public transit shelter

☐ ☐

On or in a publicly owned or operated property

☐ ☐

Within 1000 feet of a substance abuse or treatment facility

☐ ☐

On a campus for post-secondary education

☐ ☐

Signage and Promotional Materials:

Agree Disagree

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

☐ ☐

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

☐ ☐

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

☐ ☐



Alaska Marijuana Control Board

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

**Section 8 - Control Plan for Persons Under the Age of 21**

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

The entire building will be designated restricted access. Employee education will discuss the policies and procedures set in place to ensure that no one under the age of 21 obtains access to the premises or marijuana items.

These policies and procedures include:

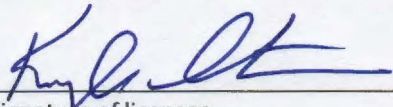
Any individual not employed at the facility must obtain a visitors badge before being escorted through the facility.

Any visitors must present an acceptable form of identification as described in 3AAC 306.350 to prove that the visitor is at least 21 years of age.

Recurrent training will include instruction on how to recognize valid ID.

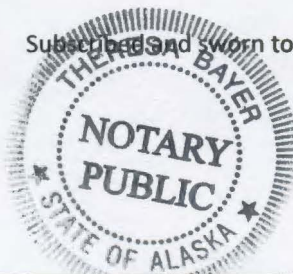
It there is any question about the validity of an ID or the age of a visitor requesting access, access will be denied until such time as the age of the visitor can be clearly ascertained.

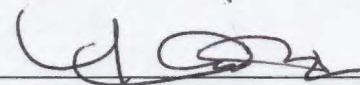
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

  
Signature of licensee

Kyle Denton  
Printed name

Subscribed and sworn to before me this 23 day of May, 2016.



  
Notary Public in and for the State of Alaska.

My commission expires: 9/1/18

# EXHIBIT A – License No. 10248



ISIDORE CULTIVATION FACILITY – EMPLOYEE

[INSERT PICTURE]

MJ HANDLER CARD: XXXXXX  
100 W. INTERNATIONAL AIRPORT RD.  
ANCHORAGE, AK

License No. 10248



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

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

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(Additional Space as Needed):



## Alaska Marijuana Control Board

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

### What is this form?

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

### What additional information is required for cultivation facilities?

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

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

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

## Section 1 – Establishment Information

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

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



Alaska Marijuana Control Board

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

Section 2 – Prohibitions

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

The marijuana cultivation facility will not:

Agree Disagree

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

☐ ☐

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

☐ ☐

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

☐ ☐

Section 3 – Cultivation Plan

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

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





Alaska Marijuana Control Board

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

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Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)

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

Phone: 907.269.0350

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

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

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





Alaska Marijuana Control Board

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Phone: 907.269.0350

Describe the marijuana cultivation facility's waste disposal arrangements:

### Section 4 – Odor Control

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

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



Alaska Marijuana Control Board

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Phone: 907.269.0350

### Section 5 – Testing Procedure and Protocols

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

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

**I understand and agree that:**

Agree Disagree

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

☐☐

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



## 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

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Alcohol and Marijuana Control Office

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Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)

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

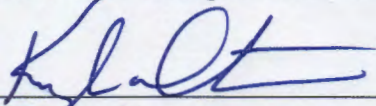
Phone: 907.269.0350

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:

No windows are included in the marijuana cultivation facility. A single door indirectly connects through a stair landing to a hallway, a person looking in the door as a person was entering the facility would not see marijuana. Marijuana waste will be bagged before being removed from restricted access areas.

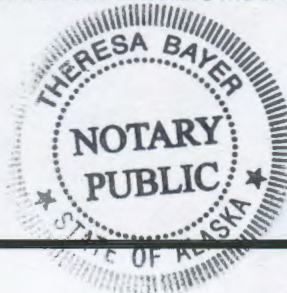
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

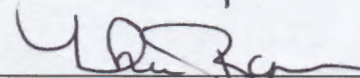
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

  
\_\_\_\_\_  
Signature of licensee

Kyle Denton  
\_\_\_\_\_  
Printed name

Subscribed and sworn to before me this 23 day of May, 2016.



  
\_\_\_\_\_  
Notary Public in and for the State of Alaska.

My commission expires: 9/1/18



Alaska Marijuana Control Board

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

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

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

(Additional Space as Needed):





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:	Isidore, LLC	License Number:	10248		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ISIDORE				
Premises Address:	100 W. International Airport Rd.				
City:	Anchorage	State:	ALASKA	ZIP:	99518

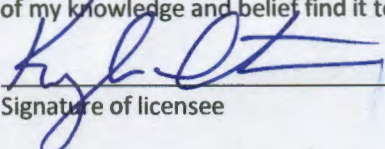
### Section 2 - Certification

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

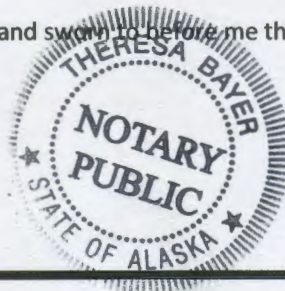
Start Date: April 1, 2016 End Date: April 11, 2016

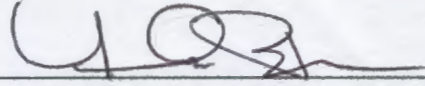
Other conspicuous location: Fred Meyer Dimond Boulevard

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

  
Signature of licensee

Subscribed and sworn to before me this 23 day of May, 2016.



  
Notary Public in and for the State of Alaska.

My commission expires: 9/1/18





## Alaska Marijuana Control Board

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

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

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

**Section 1 - Establishment Information**

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

Licensee:	Isidore, LLC	License Number:	10248		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ISIDORE				
Premises Address:	100 W. International Airport Rd.				
City:	Anchorage	State:	ALASKA	ZIP:	99518

**Section 2 - Certification**

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

Local Government: Municipality of Anchorage

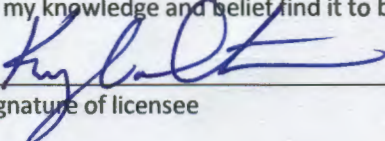
Date Submitted: April 1, 2016

Community Council: Taku Community Council

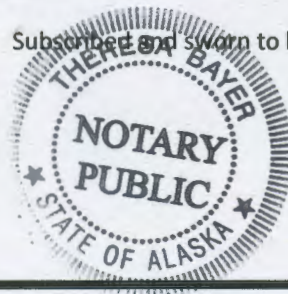
Date Submitted: April 1, 2016

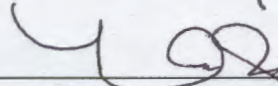
(Municipality of Anchorage and Matanuska-Susitna Borough only)

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

  
Signature of licensee

Subscribed and sworn to before me this 23 day of May, 2016.



  
Notary Public in and for the State of Alaska.

My commission expires: 9/1/18





## 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:	Isidore, LLC	License Number:	10248		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ISIDORE				
Premises Address:	100 W. International Airport Rd.				
City:	Anchorage	State:	ALASKA	ZIP:	99518

**Section 2 - Individual Information**

Enter information for the individual licensee or affiliate.

Name:	Kyle A. Denton
Title:	Managing Member
SSN:	██████████





Alaska Marijuana Control Board

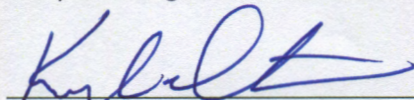
**Form MJ-09: Statement of Financial Interest**

**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 23 day of May, 2016.



  
\_\_\_\_\_  
Notary Public in and for the State of Alaska.

My commission expires: 9/1/18



## Alaska Marijuana Control Board

**Form MJ-09: Statement of Financial Interest****What is this form?**

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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.

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Licensee:	Isidore, LLC	License Number:	10248		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ISIDORE				
Premises Address:	100 W. International Airport Rd.				
City:	Anchorage	State:	ALASKA	ZIP:	99518

**Section 2 - Individual Information**

Enter information for the individual licensee or affiliate.

Name:	David L. McConnell
Title:	Managing Member
SSN:	██████████





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.

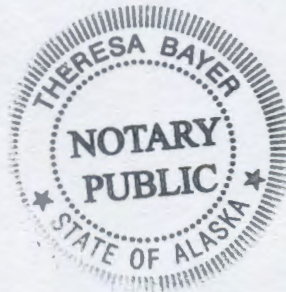
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

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.

Paul V. #

Signature of licensee/affiliate

Subscribed and sworn to before me this 23 day of May, 2016.



[Signature]

Notary Public in and for the State of Alaska.

My commission expires: 9/1/18

## **ALCYON DEVELOPMENT LLC COMMERCIAL LEASE**

**THIS LEASE** is made is this 24th day of May, 2016, between: Alcyon Development, LLC, an Alaska limited liability company (hereafter referred to as “Landlord”); and Isidore, LLC, an Alaska limited liability company (hereafter referred to as “Tenant.”). Tenant and Landlord collectively referred to as the “Parties.” This Agreement to Lease is referred to throughout the Agreement to Lease as “Lease” and/or “Agreement.”

**1.     Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the “Premises” commonly known 100 W. International Airport Rd., Anchorage, Alaska, which consists of land and a building containing approximately 12,786 square feet of warehouse space and associated parking.

**2.     Term.**

**2.1     Term.** The term of this Lease shall be sixty (60) months from May 24, 2016 (the “Lease Commencement Date”) through April 30, 2021, with an option to renew as provided below. Provided that Tenant is in compliance with its obligations arising pursuant to the terms of this Lease, possession of the Premises shall be provided to Tenant on the Lease Commencement Date.

**2.2     Option to Renew.** If Tenant is not in default hereunder, Tenant, at its option, may obtain one (1) renewal “Extension Term” of this Lease each for a further term of three (3) years and upon the terms and conditions herein stated, except for the amount of the Base Monthly Rent. Tenant shall exercise this option to renew by giving Landlord written notice of intention to renew not less than 90 days prior to the expiration of the original term. The Base Monthly Rent for the renewal period shall be the fair rental value of the Premises at the time the renewal period is to commence. If the parties cannot agree upon the fair rental value at such time, then it shall be determined by binding arbitration in accordance with this agreement. However, in no event shall the renewal term Base Monthly Rent be less than the Base Monthly Rent in effect immediately preceding the commencement of the renewal period.

**2.4     Early Termination.** In the event Tenant, despite best efforts and at no fault of its own, is unable to obtain the necessary Alaska state license and municipal use permit approvals to operate a marijuana cultivation facility [or there are changes in Alaska state or municipal law that make the business of Tenant illegal], Tenant may, at Tenant’s election, be released from the terms of the Lease. In such event Landlord shall retain, as liquidated damages all payments and deposits paid by or on behalf of Tenant. Landlord and Tenant acknowledge that Landlord’s damages in such an event are difficult to precisely measure, but that said sum is a reasonable approximation of those damages. This release and liquidated damages provision is not applicable in any circumstances other than those expressly set forth in this paragraph.

### **3. Rent.**

**3.1 Base Rent.** During the term and any Extension Term of this Lease, Tenant shall pay to the Landlord at Landlord's address specified below, or at such other place as the Landlord may hereinafter designate, within 10 days after the end of each month Base Rent of \$18,750.00 per month.

**3.2 Percentage Rent.** During the term and any Extension Term of this Lease, Tenant shall pay to the Landlord at Landlord's address specified below, or at such other place as the Landlord may hereinafter designate, within 10 days after the end of each calendar quarter Percentage Rent as follows:

Fifteen Percent (15.0%) of gross sales that are in excess of monthly cultivation sales over \$125,000.00 per month which are generated by the cultivation operations of Tenant or any sub-tenant, during the calendar month. Said 15% of gross sales shall be calculated and paid as the percentage rent on any gross sales that are over the amount of \$125,000.00 per month.

Definition of Gross Sales for Purposes of Subsection 3.1: For purposes of this Lease and this subsection 3.1, gross sales shall mean the gross sales received by tenant, minus any applicable state excise tax levied on the wholesale producer.

Tenant shall provide Landlord Sale records for Tenant to ensure the Tenant's reported Gross Monthly Sales are consistent with Tenant's business records. Calculation of Gross Monthly Sales shall be governed by generally accepted accounting principles (hereinafter, GAAP). Tenant shall include a signed affidavit with each month's payment evidencing the amount being paid to Landlord, as determined herein.

**3.3 Late Payment.** Tenant acknowledges that late payment by Tenant will cause Landlord to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Such cost includes, but are not limited to, processing and accounting charges, legal fees, and late charges which may be imposed upon Landlord by terms of any deed of trust covering the lease premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by landlord within ten days (10) days from the due date, Tenant shall pay to Landlord a late charge equal to five (5) percent of the due amount.

Any failure by Tenant to make a rental payment then due within ten (10) after the date due and after Landlord has provided Tenant notice of non-payment, shall constitute a material default under this Lease and the Landlord shall have all the rights and remedies specified in this Lease.

4. **Security Deposit.** Contemporaneously with the Tenant's execution of this Lease, Tenant has deposited with Landlord a security deposit in the amount of Ten Thousand Dollars (\$10,000.00). If Tenant defaults with respects to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may use, apply, or retain all or any part of this security deposit for payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reasons of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reasons of Tenant's default. Otherwise, Tenant shall be entitled to return of deposit, less any damages to the Premises beyond usual wear and tear at the end of this Lease.

5. **Landlord's Title — Quiet Enjoyment.**

5.1 **Landlord's Authority.** Landlord represents and warrants to Tenant that it has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder.

5.2 **Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the rent and all other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of this Lease.

5.3 **Memorandum Lease.** Landlord and Tenant shall, upon request by either, simultaneously with execution of this Lease, execute a Memorandum of this Lease which may be recorded by either party immediately after execution at the expense of the party requesting the recording. Tenant may not record this Lease.

5.4 **Covenant of Use.** Landlord makes no representations or warranties to Tenant as to the suitability of the Premises for Tenant's intended purposes. Tenant is responsible for confirming that Tenant's intended use is authorized by applicable law; covenants, conditions, restrictions and easements affecting title, which may appear in the public record, including those shown on any recorded plat or survey; and the Municipality of Anchorage Municipal Code. With regard to all such matters, Tenant is relying on its own investigations and such inspections and studies as it chooses to conduct.

6. **Utilities and Services.** Tenant shall procure in its own name [and pay promptly when due all charges for] for its pro rata share of all property taxes, common area maintenance paid by Landlord, water, sewer, garbage disposal, telephone, electricity, cable, heat, gas, power, and any other utilities, services, or operating expenses and like charges, including any fire protection or security charges, furnished to or consumed upon the Premises. Landlord shall not be liable for any failure or interruption of utilities or other services to the Premises, unless such failure is caused by the sole negligence of Landlord, or Landlord's agents or employees.

## **7. Taxes and Assessments.**

**7.1 Real Estate Taxes and Assessments.** Tenant shall pay all real estate taxes and assessments on the Premises prior to their due date. If Tenant late pays such real estate taxes or assessments, Tenant shall also pay any interest, fees and penalties arising as a result of the late payment. Real property taxes for the first and last calendar year of this Lease shall be prorated. Landlord agrees to ensure that Tenant receives all invoices or statements for taxes due at least fourteen (14) days prior to such taxes being due. Upon demand by Landlord, Tenant shall provide proof of payment of such taxes and assessments.

If Tenant fails to pay real property taxes and assessments when due, Landlord may, at its option, pay the same, and the amount paid by Landlord, including any interest and penalties thereon, shall immediately be due and payable, with interest at 1.5% per month, or the maximum legal rate if applicable. Such payment by Landlord shall be in addition to all other remedies which may be available to Landlord for the default by Tenant.

Landlord shall provide to Tenant, upon receipt, all documents and notices concerning change in value (for real estate tax purposes) of the Premises. Tenant, at Tenant's expense, may contest any such real property taxes or assessments in any manner permitted by law, in Tenant's name, and, whenever necessary and required by law, in Landlord's name. Landlord shall cooperate with Tenant and execute any documents or pleadings required for such purposes, provided that Landlord shall be satisfied that the facts set forth in such documents or pleadings are accurate, and that such execution or cooperation does not impose any obligations, expense or liability on Landlord.

**7.2 Additional Taxes.** Should there presently be in effect or should there be enacted during the term of this Lease any law, statute, or ordinance levying any tax (other than Federal or State income taxes) directly or indirectly, in whole or in part, upon rents or the income from real estate or rental property, or increasing any such tax, Tenant shall reimburse Landlord monthly, as additional rent, at the same time as minimum rental payments are due hereunder, for the actual amount of all such taxes paid. Tenant shall pay any and all license or excise fees and occupation taxes covering businesses conducted in, on or about the premises. Tenant shall pay any and all license or excise fees and occupation taxes covering businesses conducted in, on or about the premises

## **8. Repairs, Maintenance and Condition of Premises.**

**8.1 Condition of Premises.** Tenant acknowledges that it has inspected the Premises and that the Premises are in good condition and suitable for Tenant's intended use. Tenant accepts the Premises "as is" in their current condition. No warranties or representations concerning the condition or suitability of the Premises for intended uses have been made. Landlord will provide the Premises to Tenant "broom clean" and free of debris.

**8.2 Maintenance and Repair.** Landlord shall be responsible for maintaining the structural integrity of the building (other than the windows and glass), the roof, and all

mechanical portions of the Premises now existing (heating, plumbing, electrical, etc.). Landlord has no other maintenance or repair obligations.

Tenant shall, at its own expense, at all times keep all other aspects of the Premises and all other systems in good order and repair, maintained, and, upon termination of this Lease, Tenant shall deliver the leased Premises to Landlord in as good a condition as when delivered to Tenant. Tenant shall be responsible for snow and ice removal, sanding, and maintaining any landscaping. If the Tenant does not make such repairs promptly and adequately, or fails to maintain the Premises in good repair, Landlord may (but is not required to) make repairs on ten (10) days' notice to the Tenant, and Tenant shall pay promptly the cost thereof, as additional rent, on the next rent date thereafter. The right of Landlord to make such repairs shall be without prejudice to any rights it may have because of Tenant's failure to make such repairs.

**8.4 Alterations, Additions, and Improvements.** Tenant, at its sole cost and expense, may make alterations, additions, and improvements to the Premises (including without limitation upgrades to the power service) with Landlord's prior written consent, which shall not be unreasonably withheld. Tenant shall submit all plans to Landlord for written approval prior to submitting applications for permits. Landlord shall review and return Tenant's proposed plans within fifteen (15) business days after actual receipt of the proposed plans from Tenant. Any Tenant alterations, additions, or improvements to the Premises shall be in accordance with municipal codes and performed by licensed and bonded contractors.

In the performance of such work, Tenant shall hold Landlord harmless from any damage, loss or expense, and shall comply with all laws, ordinance, rules and regulations of any public authority, obtaining all necessary permits, approvals or authorizations. All such alterations, additions and improvements to the Premises (except trade fixtures and Tenant's installed heating and cooling systems) shall be the property of Landlord, and shall be surrendered with the Premises upon termination of the Lease. However, if Landlord indicated in writing at the time that it consented to any particular alteration, addition or improvement, that Landlord would require removal of such alteration, addition or improvement at the time of termination of the Lease, then upon demand by Landlord given at least thirty (30) days prior to the end of the Lease term, Tenant shall remove any alterations, additions or improvements made by Tenant, designated by Landlord to be removed, at Tenant's sole cost and expense. In such event, Tenant shall repair any damage to the Premises caused by such removal, and as far as possible, return the Premises to their condition prior to making of any such alterations, improvements or additions.

Notwithstanding the above, if Tenant has fully performed this Lease and is not in default, then prior to the end of the term of this Lease, Tenant shall have the right to remove all trade fixtures, including, without limitation, heating and cooling systems located on the Premises which were installed by the Tenant. However, in such event, Tenant shall repair all damage caused to the Premises by such removal, returning the Premises, as far as possible, to their condition prior to installation of such trade fixtures.

Further, trade fixtures shall not be deemed to include any building structures, ventilation, plumbing or electrical equipment installed on the premises. Trade fixtures shall also not be deemed



to include any fixtures relating primarily to general usage of the building or premises, as opposed to fixtures specifically used for the operation of the tenant's particular type of business.

**8.5 Entry and Inspection.** Upon no less than twenty-four hours notice, and compliance with Tenant's marijuana visitor log policy, Tenant will permit Landlord or its agents to enter the Premises during business hours, hereinafter defined as from 9:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 1:00 p.m. on Saturdays, excluding legal holidays to inspect, clean, repair, alter, or improve the Premises, or to show the Premises to prospective Purchasers or tenants. In exercising its rights under this section, Landlord will not unreasonably interfere with the conduct of Tenant's business.

**9. Use of Premises.**

**9.1 Nature of Use.** Tenant shall use the Premises for any legally permitted use, performed in accordance with Alaska State law and the Municipality of Anchorage Municipal Code, and for no other uses except as Landlord may approve in writing. Tenant shall not make or permit any use of the Premises which may be dangerous to persons or property, or which may increase the premium costs or invalidate any policy of insurance covering the Premises or its contents. In case of any such increase in premium resulting from Tenant making or permitting any such use, Tenant shall pay the amount thereof, without prejudice to any other right or remedy of Landlord.

**9.2 Hazardous Substances.**

**9.2.1 Presence and Use of Hazardous Substances.** Unless otherwise set forth in this Section 9.2, Tenant shall not, without Landlord's prior written consent, keep on or around the Premises or Common Areas, for use, handling, disposal, treatment, generation, storage or sale, any "Hazardous Substance" hereinafter defined as any "Permitted Hazardous Substances" as defined below, which are hazardous or toxic substance, or waste, regulated pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act due to its potential harm to health, safety or welfare of humans or the environment.). With respect to any such Hazardous Substance, Tenant shall;

**9.2.1.1** Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

**9.2.1.2** Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

**9.2.1.3** Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation,

generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;

**9.2.1.4** Allow Landlord or Landlord's agent or representative to come on the Premises during business hours and upon reasonable notice to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances;

**9.2.1.5** Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

**9.2.1.6** Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

**9.2.1.7** Tenant may store and use any hazardous, toxic, infectious or dangerous substances lawfully permitted and generally recognized as necessary and appropriate for the Permitted Use as (i) such storage and use is in the ordinary course of operating a Permitted Use; and (ii) such storage and use is performed in compliance with all applicable laws, rules, or regulations, and in compliance with commercially reasonable standards prevailing in the industry for storage and use of such substances ("Permitted Hazardous Substances"). In addition to the foregoing, Tenant will comply with any inspection requirement required by any federal, state or local regulatory agencies because of the Tenant's use of such Permitted Hazardous Substances. Tenant hereby agrees not to add to or materially alter the type or quality of the items on the list for Permitted Hazardous Substances, without notifying Landlord of such additions or material alterations.

Any and all costs incurred by Landlord and associated with Landlord's inspection of Tenant's Premises and Landlord's monitoring of Tenant's compliance with this Section, including Landlord's attorneys' fees and costs, shall be Additional Rent and shall be due and payable to Landlord immediately upon demand by Landlord.

## **9.2.2 Cleanup Costs, Default and Indemnification.**

**9.2.2.1** Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Premises, Common Areas, or the building of which the premises are a part.

**9.2.2.2** Tenant shall indemnify, defend and save Landlord harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon

Landlord (as well as Landlord's attorneys' fees and costs) as a result of Tenant's use, handling, disposal, transportation, generation and/or sale of Hazardous Substances.

**9.2.2.3** Upon Tenant's default under this Section, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies:

- (i) At Landlord's option, to terminate this Lease immediately;
- (ii) To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord, any and all damages and claims asserted by third parties and Landlord's attorneys' fees and costs.

**9.2.3 Landlord Indemnification.** Landlord shall indemnify, defend and hold harmless the Tenant, its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, to the extent that the Hazardous Substances were present in or on the Premises prior to the commencement of the Lease term.

**9.3 Disposal of Non-Hazardous Waste Materials.** All non-hazardous waste materials shall be disposed of by Tenant properly and in accordance with all applicable laws and regulations.

**9.4 Compliance With Law.** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any state law, statute, zoning restriction, ordinance or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all state laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

## **10. Insurance; Indemnity.**

**10.1 General Liability Insurance.** Tenant, at its own expense, shall procure and maintain in effect comprehensive General liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) for bodily and personal injury or death to any one person; with minimum limits of not less than One Million Dollars (\$1,000,000.00) for bodily and personal injury or death to more than one person; and with limits of not less than Three Hundred Fifty Thousand Dollars (\$500,000.00) with respect to damage to property. In no event shall the limits of said policies be considered as limiting the liabilities of Tenant under this Lease. The above-stated minimum policy limits shall be subject to periodic review by the Landlord.

**10.2 Casualty Insurance.** Tenant, at its expense, shall maintain in effect policies of insurance covering (a) the Premises, leasehold improvements, fixtures and equipment located on the Premises, for the full replacement value, and providing protection against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage (if the building has a sprinkler system installed), vandalism and malicious mischief; and (b) all plate glass on the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the Premises, leasehold improvements, fixtures, equipment and plate glass so insured.

**10.3 Worker's Compensation Insurance.** Worker's Compensation insurance to at least statutory requirements.

**10.4 Insurance Policies.** All insurance policies (except the worker's compensation insurance and fire and extended coverage insurance on Tenant's personal property) shall name Landlord as an additional insured and shall be with companies and with loss-payable clauses satisfactory to Landlord, and copies of policies or certificates evidencing such insurance shall be delivered to Landlord by Tenant. No such policy shall be cancelable or amendable except after thirty (30) days' written notice to Landlord.

Whenever In Landlord's reasonable business judgment, good practice and changing conditions indicate a need for additional and /or different types of insurance coverage, Tenant shall obtain such insurance at its expense upon request from Landlord.

If Tenant does not maintain or procure required insurance, after 10 days written notice to Tenant, Landlord may [but is not required to] procure and obtain such insurance. The cost of any such insurance obtained by Landlord shall be additional rent which will be due and payable upon demand.

**10.5 Waiver of Subrogation.** Landlord and Tenant mutually agree to waive their right of recovery against each other, and their respective officers, employees or agents, for losses or damages occurring to the Premises, improvements, contents, other property of the waiving party or under its control, or business interruptions related to the loss or damage to such property. However, the parties agree that this waiver applies only to losses covered by valid and collectible insurance, and only to the extent that such insurance applies, and not in excess of the amount collectible from such insurance. The waiver shall not apply to damages in excess of the amount collectible from such insurance. Permission to grant this waiver is to be included in the provisions of the insurance policies now carried by both Landlord and Tenant. The continuation of this mutual waiver of subrogation is subject to the insurance continuing to grant this option on renewal policies.

**10.6 Indemnification of Landlord.** Landlord shall not be liable for any loss, injury or death to persons or damage to property, in or about the Premises, from any cause, which at any time may be suffered by Tenant or by its invitees or employees or agents, except to the extent caused by the sole negligence or willful misconduct of Landlord, its employees, agents and contractors. The Tenant agrees to indemnify, defend, and save Landlord, its employees and its agents, harmless from any and all claims and expenses, including reasonable attorney's fees and

costs, and litigation-related expenses arising out of such injury, death, or damage, however occurring, on or about the Premises.

**10.7 Landlord Liability.** Lessee shall store its property in and shall occupy the Premises at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Landlord shall not be responsible or liable at any time for any loss or damages to Lessee's equipment, fixtures or other personal property of Lessee or to Lessee's business. Landlord shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damages to either the person or property of Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises. Landlord shall not be responsible or liable for any defect, latent or otherwise, in the Premises, or any of the improvements, equipment, machinery, improvements, utilities, appliances or apparatus thereon. Landlord shall also not be responsible or liable for any injury, loss or damage to any person or to any property of Lessee or other person caused by or resulting from bursting, breakage or by or from leakage, steam or snow or ice, running or the overflow of water or sewage in any part of said Premises or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of any of said Premises, improvements, machinery, apparatus or equipment by any person or by or from the acts or negligence of any occupant of the Premises.

## **11. Reconstruction and Restoration.**

**11.1 Minor Damage.** If during the term hereof, the Premises are damaged by fire or other perils covered by the fire and extended coverage insurance on the Premises, and such damage is not "substantial," Landlord shall promptly repair such damage at Landlord's expense after the application of all insurance proceeds, and this Lease shall continue in full force and effect.

**11.2 Substantial Damage.** If during the term hereof the Premises are destroyed or damaged by fire or other perils covered by the insurance, and if such damage is "substantial," Landlord may at its option either (a) promptly repair such damage at Landlord's expense after the application of all insurance proceeds, in which event this Lease shall continue in full force and effect, or (b) cancel this Lease as of the date of such damage, by giving Tenant written notice of its election within thirty (30) days after the date Tenant notifies Landlord of such damage.

Notwithstanding any other provision in this Section, if damage to the Premises is caused by Tenant, and such damage is not subject to waiver of subrogation under Section 10, then Tenant shall be responsible for repair and rent shall not abate during the repair period.

## **11.3 Abatement of Rent.**

**11.3.1** If the Premises are destroyed or damaged and Landlord repairs or restores them under this section, Tenant shall continue the operation of this business in the Premises to the extent reasonably practicable, and the rent payable hereunder for the period during

which such damage, repair or restoration continues shall be abated in proportion to the proportion of usable Premises space compared to the total Premises space. The Tenant shall have no claim against Landlord for any damage suffered by Tenant by reason of such damage, destruction, repair or restoration.

**11.3.2** If Landlord shall be obligated to repair or restore the Premises under this Section and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, or if the estimated repair time is greater than 180 days, Tenant may at its option cancel this Lease as of the date of occurrence of such damage by giving landlord notice of its election to do so at any time prior to the commencement of such repair or restoration and/or sue for damages caused Tenant by Landlord's breach, and/or obtain an order specifically enforcing Landlord's obligations to repair and restore. All of said remedies shall be cumulative.

**11.4 Definition of "Substantial."** For the purpose of this Section 11, "substantial" damage to the Premises shall mean damage to the Premises the estimated cost of repair of which exceeds fifty percent (50%) of the then estimated replacement cost of the improvements to the Premises, or uninsured or underinsured damage exceeds six (6) months monthly rent in effect. The good faith determination by Landlord of the estimated cost of repair and replacement cost shall be prima facie evidence for the purpose of this Section.

**12. Assignment and Subletting.** Tenant, may, without any prior notice to or approval from Landlord, sublease the premises or portion of the premises.

Otherwise, Tenant shall not either voluntarily or by operation of law assign, sell, or otherwise transfer this Lease or any of Tenant's rights hereunder, or sublet the Premises or any portion thereof without Landlord's written consent in each instance, which shall not be unreasonably denied or delayed. The sale or assignment of any stock or interest in Tenant (for other than security purposes) in the aggregate in excess of forty-five percent (45%) in any two-year period, shall be deemed an assignment within the meaning and provisions of this Section. Tenant agrees to reimburse Landlord for Landlord's reasonable costs and attorney's fees incurred with the documentation of such assignment, subletting or other transfer of this Lease or Tenant's interest in and to the Premises.

**13. Condemnation.**

**13.1 Entire or Substantial Taking.** If the entire Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as herein provided) shall be taken under the power of eminent domain, this Lease shall automatically terminate on the date the condemning authority takes possession.

**13.2 Partial Taking.** In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the monthly rental payable hereunder shall be reduced, effective on the date the condemning authority takes possession, in the same portion as the value of the Premises after the taking relates to the value of the Premises prior to the taking. Landlord shall promptly, at its sole expense, restore the portion of the Premises not

taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

**13.3 Awards.** Any award for taking of all or any part of the Premises under the power of eminent domain shall be the property of the Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Nothing herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to or cost of removal of Tenant's trade fixtures and removable personal property, or for damages for cessation or interruption of Tenant's business.

**14. Liens and Encumbrances.** Tenant agrees that it will pay all costs for work done or caused to be done by it on the Premises, and Tenant will keep the Premises free and clear of all mechanic's and other liens on account of work done for Tenant or persons claiming under Tenant. Should any claim of lien be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall promptly give the other party written notice thereof. In the event a dispute between Tenant and a third party having lien rights arising from work performed for Tenant, results in litigation to enforce such lien right in which Landlord or any party deriving rights from Landlord is named a party defendant, defense of such action shall, at Landlord's option immediately be assumed by Tenant. Tenant shall appear and defend Landlord and any parties deriving interest through Landlord or shall pay any costs or attorney's fees incurred by Landlord or parties deriving interest through Landlord in respect to their own defenses to such action and shall indemnify and hold Landlord and parties deriving interest through Landlord harmless from any judgment arising out of such litigation.

**15. Surrender of Premises.**

**15.1 Surrender of Premises.** Tenant shall promptly surrender possession of the Premises to Landlord upon the expiration or prior termination of the Lease. The Premises shall be surrendered in the same condition as they were at the commencement of the Lease term, normal wear and tear excepted, damages covered by insurance excepted, and acts of God or the elements excepted.

**15.2 Holding Over.** Any holding over by Tenant after the expiration or termination of the Lease shall be construed to be a tenancy for a month-to-month, on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy. During such tenancy, the Tenant agrees to pay the Monthly Rental in effect immediately prior to commencement of the holding over, times 125%.

**15.3 Sub-Tenancies.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, terminate all and any existing subtenancies, or may, at the option of Landlord, operate as an assignment to it of any and all such subtenancies.

**16. Default by Tenant.**

**16.1 Default.** The occurrence of any one or more of the following events shall constitute breach of this Lease by Tenant.

**16.1.1 Failure to Pay Rent.** The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) business days after written notice thereof by Landlord is received by Tenant.

**16.1.2 Failure to Perform.** The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than payment of rent, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord is received by Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

**16.1.3 Bankruptcy.** The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or by the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days filing); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever shall first occur.

**16.2 Remedies in Default.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

**16.2.1 Terminate Lease.** Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from the Tenant all past due rents and other charges; the expenses of reletting the Premises, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and costs; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired Lease Term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum; or

**16.2.2 Continue the Lease.** Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned or vacated the Premises. In such event Landlord shall be entitled to enforce all Landlord's right and remedies under this Lease, including the right to recover past due rents and other charges, the rent and any other charges as may become due hereunder, and at Landlord's option, to recover the worth at the time of the award by the court having jurisdiction thereof of the amount by which the unpaid



rent and other charges called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided.

**16.2.3 Other Remedies.** Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located, including but not limited to the right to assess against Tenant an amount equal to the reasonable attorneys' fees incurred by Landlord in collecting any rent or other payment due hereunder, which amount shall be due in full within ten (10) days of Tenant's receipt of the assessment by Landlord.

**17. Default by Landlord.** If Landlord shall be in default for more than thirty (30) days after receipt of Tenant's notice specifying such default, Tenant may incur any expense necessary to perform any obligation of Landlord specified in such notice and deduct such expense from any sums payable by Tenant under this Lease thereafter to become due or pursue any other remedy available at law, equity or by statute, including, but not limited to, damages and/or the right to terminate said Lease. Provided, however, if Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and diligently prosecutes the same to completion.

Irrespective of anything contained in this Section 17, Tenant may not deduct any expenses against any sums payable by Tenant to landlord under this Lease unless Tenant gave Landlord at least thirty (30) days' notice in writing of the default and Tenant's intention to incur expense to cure said default. In any event, Tenant may only deduct the reasonable cost of curing said default. Provided, further, Tenant's inability to deduct said expense against any sums payable by Tenant to Landlord under this Lease shall not affect any other right or remedy of Tenant. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default.

**19. Signage.** Prior to opening for business, Tenant may install a permanent exterior sign on the building in conformance with all local ordinances and rules.

**20. Miscellaneous.**

**20.1 Waivers.** No waiver by either party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the breaching party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

**20.2 Notices.** All notices under this Lease shall be in writing and delivered in person or deposited in the United States mail, certified and postage prepaid and addressed to the address of Tenant or Landlord shown below or at such other address as may be designated by either party in writing.

**LANDLORD'S ADDRESS:**

PO BOX 90064

Anchorage, Alaska 99509

**TENANT'S ADDRESS:**

100 W. International Airport Rd

Anchorage, Alaska 99518

**20.3 Interest on Past Due Obligations.** Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid, but the payment of such interest shall not excuse or cure any default by Tenant.

**20.4 Construction.**

**20.4.1** This Lease shall be construed and governed by the laws of the State of Alaska;

**20.4.2** The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

**20.4.3** The Lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof;

**20.4.4** This Lease may not be modified or amended except by written agreement signed and acknowledged by both parties;

**20.4.5** Time is of the essence of this Lease in each and every provisions thereof; and

**20.4.6** Nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and no provisions contained herein shall be deemed to create any relationship other than that of landlord and tenant.

**20.5 Successor.** Subject to any limitations on assignments herein, all of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

**20.6 Costs and Attorneys' Fees.** If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable actual attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

**20.7 Jurisdiction and Venue.** The parties hereto do hereby consent to jurisdiction and venue of the Superior Court in Anchorage, Alaska.

**20.8 Dispute Resolution.**

**20.8.1 Occasions for Arbitration.** In the event of disputes between the parties, related to this agreement or the transactions or relationships contemplated hereby, such disputes shall be resolved by arbitration in accordance with the provisions of this Article, and the parties waive the right to proceed in courts of law or equity as to these matters.

**20.8.2 Procedure.** In the event of such dispute as described in the preceding section, the dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration hearings shall be conducted in Anchorage, Alaska. Prior to instituting an arbitration proceeding, the parties agree to attempt to settle such dispute or claim through non-binding mediation presided over by a mutually-agreeable mediator. The decision of said arbitrator shall be final and binding, and no appeal may be taken therefrom. Arbitration shall be conducted under the laws of the State of Alaska. Said decision may be confirmed by a court of law, if necessary, in accordance with the provisions of Alaska law.

**20.8.3 Unlawful Detainer.** Notwithstanding the above arbitration clause, in the event of a failure to pay rent or other failure to perform hereunder by Tenant, Landlord shall be entitled to commence eviction proceedings under the unlawful detainer statute.

**20.9 Broker.** Real estate commissions due on the Lease will be paid on an annual basis. No commission will be paid on rents received as a percent of sales or on lease renewal.

**20.9 Authority.** Each individual executing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant, in accordance with a duly adopted resolution of the Manager and Members of Tenant authorizing and consenting to this Lease; authorizing the specific individuals signing this Lease to execute, acknowledge and deliver the same without the consent of any other Member of Manager; resolving that such action and execution is in accordance with the Operating Agreement of Tenant; and resolving that this Lease is binding upon Tenant in accordance with its terms.

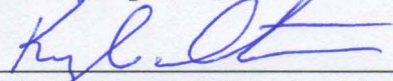
**20.10 Counterparts; Electronically Transmitted Signatures.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each party agrees to promptly deliver an executed original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Agreement.

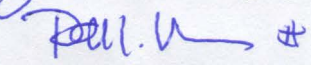
**20.11 Entire Agreement.** This Lease constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and there are no other agreements or understandings, written or oral, in effect between the parties relating to such subject matter except as expressly referred to herein.

DATED this 24<sup>th</sup> day of May, 2016.

**LANDLORD:**


**Alcyon Development, LLC,**

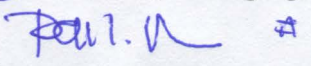
By:   
Kyle A. Denton, Managing Member

By:  #  
David L. McConnell, Managing Member

**TENANT:**

**Isidore, LLC**

By:   
Kyle A. Denton, Managing Member

By:  #  
David L. McConnell, Managing Member



Alaska Marijuana Control Board

Alcohol & Marijuana Control Office  
550 W 7<sup>th</sup> 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:	Isidore, LLC	License Number:	10248		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ISIDORE				
Physical Address:	100 W. International Airport Rd.				
City:	Anchorage	State:	AK	Zip Code:	99518
Designated Owner:	Kyle A. Denton				
Email Address:	kdenton@corvuscontractors.com				

### Section 2 – Attached Items

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

Attached Items:	Executed Lease Agreement
-----------------	--------------------------

### OFFICE USE ONLY

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



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](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10037086  
Date Filed: 03/24/2016  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

Web-3/24/2016 10:57:12 AM

### 1 - Entity Name

Legal Name: Isidore, LLC

### 2 - Purpose

To cultivate and manufacture various crops and engage in wholesale activities and for any other lawful purpose.

### 3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

### 4 - Registered Agent

Name: Jana Weltzin

Mailing Address: 3003 Minnesota Drive, Suite 201, Anchorage, AK 99503

Physical Address: 3003 Minnesota Drive, Suite 201, Anchorage, AK 99503

### 5 - Entity Addresses

Mailing Address: PO Box 90064, Anchorage, AK 99509

Physical Address: 100 W. International Airport Rd., Anchorage, AK 99518

### 6 - Management

The limited liability company is managed by a manager.



## 7 - Officials

Name	Address	% Owned	Titles
Kyle Denton			Organizer
David McConnell			Organizer

### Name of person completing this online application

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

**Name:** Jana D. Weltzin

**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

**Isidore, LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **March 24, 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](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

AK Entity #: 10037086  
Date Filed: 03/24/2016  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Limited Liability Company**  
Initial Biennial Report

Web-3/24/2016 4:11:12 PM

**Entity Name:** Isidore, LLC  
**Entity Number:** 10037086  
**Home Country:** UNITED STATES  
  
**Home State/Province:** ALASKA

**Registered Agent**

**Name:** Jana Weltzin  
**Physical Address:** 3003 MINNESOTA DRIVE, SUITE  
201, ANCHORAGE, AK 99503  
**Mailing Address:** 3003 MINNESOTA DRIVE, SUITE  
201, ANCHORAGE, AK 99503

**Entity Physical Address:** 100 W. INTERNATIONAL AIRPORT RD., ANCHORAGE, AK 99518

**Entity Mailing Address:** PO BOX 90064, ANCHORAGE, AK 99509

**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
David McConnell	PO Box 90801, Anchorage, AK 99509	50	Manager, Member
Kyle Denton	8521 Emerald Street, Anchorage, AK 99502	50	Manager, Member

**NAICS Code:** 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

**New NAICS Code (optional):**

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

**Name:** Jana D. Weltzin

## OPERATING AGREEMENT OF ISIDORE, LLC

THIS OPERATING AGREEMENT is made effective as of this Twentieth day of May, 2016, by and among Kyle A. Denton and David L. McConnell, II, as Members of ISIDORE, LLC (the "Company"), and the Company.

### EXPLANATORY STATEMENT

This Operating Agreement governs the relationship between the Company and its members, pursuant to the Alaska Revised Limited Liability Act (the "Act"). In consideration of their mutual promises, covenants, and agreements, the parties hereto do hereby promise, covenant, and agree as follows:

### ARTICLE 1

#### MEMBERS

1.1. Initial Members. The Initial Members are KYLE A. DENTON, and DAVID L. MCCONNELL, II.

1.2. Future Members. Additional membership interests may be acquired from the Company upon terms specified by the Company and with the written consent of all Members.

1.3. Member Voting. In any vote by the Members of the Company, each Member shall have a vote equal to the Member's percentage of ownership in the Company. This provision applies to all actions or votes taken by the Members, including, but not limited to, any specific provisions of this Operating Agreement that provide for a vote of the Members on any given issue. Unless otherwise specified in this Operating Agreement, the vote necessary to take any action is a UNANIMOUS vote.

1.4. Members as Employees. Members may be employed by the Company and of the Initial Members' employment with the Company are set forth in each Member's Employment Agreement.

1.5. Restrictions. No Member, without written authority from the Company, shall endorse any note or act as an accommodation party, or otherwise become surety for any person in any transactions involving the Company. No Member, without written authority from the Company, shall on behalf of the Company borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property of the Company or do any act detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary purpose of the Company.

## ARTICLE 2

### FORMATION

2.1. Organization. The Members acknowledge the formation of the Company as a domestic limited liability company pursuant to the provisions of the Act.

2.2. Agreement. The Members and the Company hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. Except to the extent a provision of the Agreement is prohibited or ineffective under the Act or other law or rule, the Agreement shall govern, even when not consistent with, or different from, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act or other law or rule, the Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act.

2.3. Principal Office. The principal office of the Company shall be located at 100 West International Airport Road, Suite 100, Anchorage, Alaska 99518.

2.4. Registered Office. The street address of the initial registered office of the Company is P.O. Box 90801, Anchorage, Alaska 99509

2.5. Registered Agent. The name of the registered agent of the Company at the above office is KH&G Service Company, Inc., with offices located at 255 East Fireweed Lane, Suite 200, Anchorage, Alaska 99503.

2.6. Term. The Company shall continue until it is dissolved in accordance with either the provisions of this Agreement or the Act.

## ARTICLE 3

### CAPITAL CONTRIBUTIONS

3.1. Initial Capital Contributions. Concurrent with the Initial Members' execution and delivery of this Agreement, each Initial Member shall make an initial capital contribution as described below. Capital contributions from any additional members shall be on such terms and conditions as may be set by the Managers and approved by the Initial Members.

Initial Capital Contributions:

KYLE A. DENTON: One Dollar (\$1.00) plus labor and experience.

DAVID L. MCCONNELL, II: One Dollar (\$1.00) plus labor and experience.

3.2. Additional Capital Contributions. Members shall not be required to make

additional capital contributions subsequent to their initial capital contributions.

3.3. Loans. In the event the capital needs of the Company exceed the capital contributions provided by Section 3.1, a Member may, but shall not be required to, loan additional monies to the Company in amounts and on terms and conditions to be agreed to by the Company and approved by all Members. The Company may also borrow money for its capital needs from any third parties in amounts and on terms and conditions determined by the Managers.

3.4. Interest On and Return of Capital Contribution. Members shall not be entitled to interest on any capital contribution, or to a return of any capital contribution, except as provided for herein.

## ARTICLE 4

### ALLOCATION OF PROFITS AND LOSSES

4.1. Profits and Losses. All items of income, gain, loss, deduction, and other tax items of the Company shall be allocated among all Members in accordance with their relative percentages of Membership Interest. The initial percentage of Membership Interest of the Initial Members shall be fifty percent (50%) to KYLE A. DENTON, and fifty percent (50%) to DAVID L. MCCONNELL, II. The Membership Interest percentages of the Members may be changed only with the consent of all Members of the Company.

## ARTICLE 5

### DISTRIBUTIONS

5.1. Interim Distributions for Payment of Taxes.

(a) Interim Tax Distributions. If the Company should ever elect to be taxed as a partnership, then, to the extent permitted by law and consistent with the Company's need for cash reserves and obligations to its creditors, as determined by the Managers, the Company shall make timely distributions from available cash flow to the Members in an amount which is reasonably estimated to equal the amount of federal, state, and local income taxes the Member will be obligated to pay on the Member's allocated share of the taxable income of the Company.

(b) Additional Interim Tax Distributions. In the event any income tax return of the Company, as a result of an audit or otherwise, reflects items of income, gain, loss, or deduction that are different from the amounts estimated pursuant to Section 5.1(a) above, with respect to the fiscal period of the return, in a manner that results in additional taxable income or gain of the Company being allocated to a Member, an additional tax distribution shall be made under the principles of Section 5.1(a) above.



5.2. Other Interim Distributions. In addition to the distributions provided for in Section 5.1, the Company shall make distributions to the Members in proportion to their percentage Membership Interest at such times and in such form as recommended by the Managers and determined by the Members. To the extent feasible and in accordance with Section 5.3, distributions shall be made at least annually.

5.3. Limitations on Distributions. No distribution shall be declared or paid if, after giving effect to the distribution, (a) the Company would not be able to pay its debts as they become due in the usual course of conducting its affairs, or (b) the Company's assets would be less than the sum of its liabilities (other than liabilities of the Company to the Members), or c) the distribution would otherwise be prohibited under applicable law.

## ARTICLE 6

### MANAGERS

#### 6.1. General.

(a) The business and affairs of the Company shall be managed by the Members of the Company.

6.2. Powers. Members shall have the power to do all things necessary to manage the affairs of the Company except for such tasks or powers as are expressly prohibited to them by the Articles of Organization, this Operating Agreement, or decision of the Members.

6.3. Compensation. The Members' salaries shall be determined as set forth in an employment agreement with the Company.

## ARTICLE 7

### LIABILITY AND INDEMNIFICATION

7.1. Liability of Member. The Members shall not be liable as such for the Company's liabilities, debts, or obligations. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Operating Agreement, the Articles of Organization, or the Act shall not be grounds for imposing personal liability on the Members.

7.2. Indemnification by the Company. The Company shall indemnify the Members, the Managers, and the employees of the Company for all costs, losses, liabilities, and damages paid by such person in connection with the Company's property or business, to the fullest extent provided for or allowed under Alaska law. The Members may authorize the purchase of insurance on behalf of the Members, the

Managers, or any employee to indemnify such persons against expenses, judgments, fines, settlements, and such other amounts incurred by such persons in their capacity or arising out of their status as a Member, Manager, or employee, regardless of whether the Company would have the power to indemnify such person against such liability under law.

## ARTICLE 8

### MEMBERSHIP MEETINGS

8.1. Meetings. The Members will hold an annual meeting on November 01, 2016, but if November 1st falls on a non-working day, then on a working day during the first week of November. The purpose of the annual meeting of the Members shall be to take any action appropriate for a meeting of Members. Special meetings of the Members, for any purpose or purposes, may be called by a Member or Members at any time. Notice of meetings of the Members shall be given in writing, either printed or electronically, at least five (5) days before the meeting. Notice by electronic mail or fax is sufficient. meeting of Members. Special meetings of the Members, for any purpose or purposes, may be called by a Member or Members at any time. Notice of meetings of the Members shall be given in writing, either printed or electronically, at least five (5) days before the meeting. Notice by electronic mail or fax is sufficient.

8.2. Proxies. At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. The proxy must be filed with the Managers of the Company before or at the time of the meeting. No proxy may be valid after three (3) months from the date of execution, unless otherwise provided in the proxy.

8.3. Manner of Acting.

(a) The Members will select a Member to preside at meetings of the Members. The Members may adopt their own rules of procedure which may not be inconsistent with this Operating Agreement.

(b) A Member of the Company who is present at a meeting of the Members at which action on any matter is taken will be presumed to have waived any defect in notice of the meeting and assented to the action taken, unless the Member appears specifically to protest the defect in notice or his or her dissent is entered in the minutes of the meeting.

(c) Any action of the Members may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof.

(d) Members of the Company may participate in any meeting of the Members by means of conference telephone, videophone, or similar communication if all persons participating in the meeting can hear one another for the entire discussion of the matter(s) to be voted on.

## ARTICLE 9

### FISCAL MATTERS

9.1. Fiscal Year. The fiscal year of the Company shall end on December 31st of each year.

9.2. Accounting. All financial records will be maintained and reported based on generally accepted accounting principles.

9.3. Banking. All funds of the Company shall be deposited regularly, in the Company's name, in the Company's savings, checking, and/or investment accounts at commercial banks or other financial institutions selected by the Members.

9.4. Tax Treatment. The Members intend for the Company to be taxed as a corporation for federal income tax purposes. No Member shall assert, on any tax return or elsewhere, anything inconsistent with this intent, or do anything which could deny the Company the intended tax treatment.

9.5. Deductions. The Company is authorized to deduct from distributions any amounts due to the Company under a Member's employment agreement.

## ARTICLE 10

### RECORDS

10.1. Maintenance of Records. The Company shall maintain at its principal office or registered office, the following:

- (a) a current list of the full name(s) and last-known business, residence, or mailing addresses of the Members, both past and present;
- (b) a copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- (c) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years;

(d) copies of any currently effective written operating agreements, copies of any writings permitted or required under the Act, and copies of any financial statements of the Company for the three (3) most recent years;

(e) minutes of any Member meetings; and

(f) unless contained in this Agreement or any amendment thereto, records showing the amount of cash and a description and statement of the agreed value of any property or services contributed by each Member or which each Member has agreed to contribute to the Company in the future, and the circumstances upon which future contributions are to be made.

## ARTICLE 11

### TRANSFER OF MEMBERSHIP INTEREST

11.1. Company Option to Purchase Membership Interest. Upon the occurrence of any of the following events, the Company shall have the option to purchase a Member's membership interest in the Company:

(a) a purported sale by a Member of his membership interest to any person or entity;

(b) a written request by a Member to withdraw from the Company;

(c) A breach by a Member of an employment agreement between a Member and the Company;

(d) Death of a Member;

(e) Adjudication by a court of competent jurisdiction of incompetency of a Member to manage a Member's person or property;

(f) An assignment of a Member's shares to any person or entity that is not already a Member of the Company;

(g) The filing of a voluntary petition for bankruptcy by a Member;

(h) An adjudication that a Member is bankrupt or insolvent;

(i) A Member files a petition or answer seeking for the Member a reorganization, arrangement, composition, readjustment, liquidation, dissolution of the Company, or similar relief under law, or a proceeding seeking such relief is not dismissed within one hundred twenty (120) days after commencement;

- (j) A Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a proceeding in the nature of subsection (i) of this subsection; or
- (k) A Member seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or a substantial part of the Member's property, or an appointment without the Member's consent of such a person if not vacated or stayed within one hundred twenty (120) days after appointment or expiration of the stay.

#### 11.2. Members' Option to Purchase.

- (a) If the Company declines to exercise the option to repurchase a Member's Membership Interest under Section 11.1, any Member(s) who desire(s) to participate may proportionately (or in the proportions as the remaining Members may agree) purchase some or all of the Membership Interest under the same formula that would apply had the Company purchased the Membership Interest. Members may also purchase any Membership Interest remaining from the Company's partial exercise of the right to purchase an offered Membership Interest, up to the proportion of the Membership Interest being offered for sale less those purchased by the Company.
- (b) Purchases of Membership interests under this Section shall be in accordance with the formula specified in Section 11.3 and subject to the procedures of

11.3. Formula for Purchase of Membership Interest by Company or Members. When an action or event occurs that triggers the operation of this section as to a Membership Interest, the following procedure shall be followed to purchase the Membership Interest in the Company:

- (a) The price of Membership Interest to be purchased under this Agreement shall be the fair market value of the Company as a whole multiplied by the Member's Membership Interest percentage on the valuation date;
- (b) The term "valuation date" shall mean the last day of the month preceding the date on which the Membership Interest is offered for purchase or is subject to purchase under this Operating Agreement;
- (c) "Fair market value" of the Company shall be determined by the Company's certified public accountant; and
- (d) In the event that the Company or any Member is dissatisfied with the determination of fair market value, the dissatisfied Company or Member may obtain another fair market value determination from a certified public accountant at the expense of the requesting party. In the event that all such subsequent determinations are within ten percent (10%) of the initial agreed fair market value, the determination shall be averaged and the average amount shall



be the agreed fair market value. In the event that any of the subsequent determinations vary more than ten percent (10%) from the initial agreed fair market value, the Company or a Member may initiate binding arbitration proceedings under the dispute resolution procedures of the Operating Agreement. The parties will enter into voluntary mediation efforts before undertaking binding arbitration.

11.4. When Option to Purchase Deemed Declined. An option on the part of the Company or a Member to purchase the Membership Interest of a Member pursuant to this Article expires:

(a) Sixty (60) days after receipt of a written request by a Member to sell Membership Interest; or

(b) Sixty (60) days after receipt of notice of an event listed in Sections 11.1 or 11.2, whichever is longer.

11.5. Limited Right to Sell to Third Parties. If the Company and the remaining Members decline to purchase a Membership Interest available for purchase pursuant to Sections 11.1 or 11.2 of this Article, the Member may sell the Member's Membership Interest on any financial terms to any other person or entity, subject to the remaining Members' unanimous approval of the new Member, which may not be unreasonably withheld and may be subject to reasonable terms and conditions, including the new Member's express written consent to be bound by the terms of the Agreement and any amendment thereto.

11.6. Closing on Sales to Company or Members. If an election to exercise an option to purchase Membership Interest is made by the Company or individual Members, the closing of the transaction to purchase the Membership Interest in question shall be held within sixty (60) days. Terms of purchase shall be negotiable, but if the parties are unable to agree, will permit payment by a ten percent (10%) down payment and a promissory note payable in monthly installments over a five (5) year term. Any purchasing party shall have the right to pay the entire unpaid principal and accrued interest on thirty (30) days' written notice without penalty. Interest on any unpaid purchase price shall be at prime rate of interest as posted by the banking institution utilized by the Company as of the date of the exercise of an option to purchase. Terms of any promissory note shall include a provision for the acceleration of the maturity of the unpaid principle and interest of the note in the event of default and shall set out required amortization of monthly interest and principle payments.

11.7. Membership Interest Certificates. All Membership Interests now or afterwards owned by a Member shall be subject to the provisions of this Agreement and any certificates representing them shall bear the following legend: The sale, transfer, or encumbrance of this certificate is subject to an Operating Agreement dated May 16, 2016, among the Members and the Company. A copy of the Operating

Agreement is on file in the office of the Company. The Operating Agreement provides, among other things, for certain obligations to sell and to purchase the Membership Interest evidenced by this certificate, for a designated purchase price. By accepting the Membership Interest evidenced by this certificate, the holder agrees to be bound by the Operating Agreement.

## ARTICLE 12

### RESIGNATION OF MEMBER

12.1. Resignation. A Member may resign from the Company at any time without compensation for the Member's interest in the Company, subject to the unanimous approval of all remaining Members.

## ARTICLE 13

### DISSOLUTION AND TERMINATION

13.1. Events of Dissolution. The Company shall dissolve upon the occurrence of any of the following events:

- (a) by the Members' written statement of dissolution; or
- (b) by the entry of a decree of judicial dissolution pursuant to the Act.

13.2. Effect of Filing of Dissolving Statement. As soon as possible following an event of dissolution, an appropriate representative of the Company shall execute and file a statement of intent to dissolve in such form as is required by the State of Alaska, Department of Commerce, Community and Economic Development ("Department"). Upon the proper filing of a statement of intent to dissolve, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until articles of dissolution have been filed with the Department or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

13.3. Winding Up, Liquidation, and Distribution of Assets.

- (a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities, and operations, from the date of the last previous accounting until the date of dissolution. The Members shall immediately proceed to wind up the affairs of the Company.
- (b) If the Company is dissolved and its affairs are to be wound up, the

Members shall (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to receive any assets in kind), (2) discharge all liabilities of the Company, including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (3) establish such reserves as reasonably may be necessary to provide for contingent liabilities of the Company, (4) discharge any liabilities of the Company to the Members other than on account of the Members' interest in Company capital or profits, and (5) distribute the remaining assets to the Members. (c) Upon completion of the winding up, liquidation, and distribution of the assets, the Company shall be deemed terminated.

(d) The Members shall comply with any and all applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

13.4. Articles of Dissolution. When all debts, liabilities, and obligations have been paid and discharged, or adequate provision has been made therefor, and all of the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed in duplicate and verified by the person signing the articles, which articles shall set forth the information required by the Act.

13.5. Filing of Articles of Dissolution.

Department.

(a) Duplicate originals of such articles of dissolution shall be delivered to the

(b) Upon the filing of the articles of dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings, and appropriate action as provided in the Act. The Members shall thereafter be a trustee for creditors of the Company and, as such, shall have authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of, and in the name of, the company shall have authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of, and in the name of, the Company.

(c) Responsibility. Upon dissolution, the Members shall look solely to the assets of the Company for the return of the Members' capital contribution. The winding up of the affairs of the Company and the distribution of its assets shall be conducted by the Members, may take all actions necessary to accomplish such distribution, including, without limitation, selling any Company assets the Members deem necessary or appropriate to sell.

## ARTICLE 14

### DISPUTE RESOLUTION

14.1. Arbitration. Venue for any legal or arbitral proceeding relating to this Agreement shall be in Anchorage, Alaska. The parties to this Agreement agree to the resolution by arbitration of all claims or controversies ("claims") arising out of or relating to this Agreement.

14.2. Selection of Arbitration Organization. The arbitration will be held under the auspices of either the American Arbitration Association ("AAA") or Judicial Arbitration & Mediation Services, Inc. ("J•A•M•S"), with the designation of the sponsoring organization to be made by the party who did not initiate the claim, and in accordance with the sponsoring organization's then-current rules governing business arbitrations.

14.3. Selection of Arbitrator. The Arbitrator shall be selected as follows. The Arbitrator must be an attorney who is experienced in the resolution of commercial disputes. The sponsoring organization shall give each party a list of eleven (11) arbitrators drawn from its panel of business dispute arbitrators. Each party may strike all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties shall strike names alternately from the list of common names until only one remains. The party who did not initiate the claim shall strike first. If no common name exists on the lists of all parties, the sponsoring organization shall furnish an additional list and the process shall be repeated. If no arbitrator has been selected after two lists have been distributed, then the parties shall strike alternately from a third list, with the party initiating the claim striking first, until only one name remains. That person shall be designated as the Arbitrator.

14.4. Standards and Powers. The Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including but not limited to any claims that all or any part of this Agreement is void or voidable. The arbitration shall be final and binding upon the parties. The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the Arbitrator deems necessary.

14.5. Hearing and Decision. Either party, at its own expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator. The Arbitrator shall render an award and opinion in the form typically rendered in business arbitrations. Either party shall have the right, within twenty (20) days of issuance of the Arbitrator's proposed opinion, to file with the Arbitrator a motion to reconsider (accompanied by a supporting brief), and the other party shall have twenty (20) days from the date of the motion to respond. The Arbitrator thereupon shall reconsider the issues raised by the motion and promptly either confirm or change the decision, which (except as provided by this Agreement) shall then be

final and conclusive upon the parties. The costs of such a motion for reconsideration and written opinion of the Arbitrator shall be borne by the party prevailing on the motion, unless the Arbitrator orders otherwise.

14.6. Discovery. Each party shall have the right to take the depositions of three individuals and any expert witness designated by another party. Each party shall also have the right to make requests for production of documents to any party. The subpoena right specified below shall be applicable to discovery pursuant to this Section. Additional discovery may be had only where the Arbitrator selected pursuant to this Agreement so orders, upon a showing of substantial need. At least sixty (60) days before the arbitration, the parties must exchange lists of witnesses, including any expert, and copies of all exhibits intended to be used at the arbitration. Each party shall have the right to subpoena witnesses and documents for the arbitration and shall make application for such subpoenas to the Arbitrator.

14.7. Costs and Fees. Except as otherwise provided herein, the parties shall equally share the fees and costs of the Arbitrator. Each party will deposit funds or post other appropriate security for its share of the Arbitrator's fee, in an amount and manner determined by the Arbitrator, ten (10) days before the first day of hearing. If any party prevails on a statutory claim which affords the prevailing party attorney's fees or costs, or if fees or costs could be awarded under Alaska Rule of Civil Procedure 82, the Arbitrator may award reasonable fees to the prevailing party. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

## ARTICLE 15

### MISCELLANEOUS PROVISIONS

15.1. Inurement. This Agreement shall be binding upon, and inure to the benefit of, all parties hereto and their successors and assigns to the extent, but only to the extent, that such assignment is provided for in accordance with, and permitted by, the provisions of this Agreement.

15.2. No Limit on Personal Activities. Nothing herein contained shall be construed to limit in any manner the Members or the Members' respective agents, servants, or employees, in carrying out the Members' separate businesses or activities.

15.3. Use of Personal Stamps. Each Member shall have as his or her personal property any professional stamp or certification licensed by the state. Nothing herein contained shall be construed to limit in any manner the Members from using their personal stamps or certification in connection with work performed outside the interests of the Company. Similarly, no Member may be required to place his stamp or certification on company documents.

15.4. Severability. Nothing contained in this Agreement shall be construed as

requiring the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any statute, law, ordinance, or regulation contrary to which the Members and the Company have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, or clause of this Agreement shall be held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

15.5. Membership Interest. The Members hereby covenant, acknowledge, and agree that the Members' Membership Interests in the Company shall for all purposes be deemed personally, and shall not be deemed realty or any interest in the assets or property owned by the Company.

15.6. Not for Benefit of Creditors. The provisions of this Agreement are intended only for the regulation of relations between the Members and the Company. This Agreement is not intended for the benefit of creditors and does not grant any rights to, or confer any benefits on, creditors or any other person who is not a Member of the Company.

15.7. Amendment. No amendment or modification of this Operating Agreement shall be valid unless it is in writing and is consented to and signed by all Members.

15.8. Governing Law. It is the intent of the parties hereto that all questions with respect to the construction of this Operating Agreement and the rights, duties, obligations, and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of Alaska. The parties agree that any judicial proceedings related to the interpretation or enforcement of this Agreement shall be conducted in Alaska state courts with venue in the Third Judicial District at Anchorage.

15.9. Entire Agreement. The Members agree that this Operating Agreement constitutes the entire agreement between the Members and the Company.

## ARTICLE 16

### DEFINITIONS

For purposes of this Operating Agreement, and unless the context clearly indicates otherwise, the following terms shall have the following meanings:

"Act" - The Alaska Revised Limited Liability Act, AS 10.50, et seq., as amended from time to time.

"Agreement" — This Operating Agreement.

"Company" — Isidore, LLC

"Initial Members" — Kyle A. Denton and David L. McConnell. II

"Member" — Any Person or Persons including the Initial Members who are or may subsequently be designated as a Member of this Company pursuant to the further terms of this Agreement.


"Membership Interest" — The rights of a Member in distributions and allocations of profits, losses, gains, deductions, and credits.

"Membership Rights" — The rights of a Member, which are comprised of: (1) the Member's Membership Interest, and (2) the Member's right to vote and to otherwise participate in the management and governance of the Company.

"Persons" — Individuals, partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and any other type of entity.

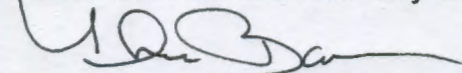
IN WITNESS WHEREOF, this Operating Agreement of Isidore, LLC, is executed effective as of the date first set forth above.

DATED this Twentieth day of May, 2016, at Anchorage, Alaska.

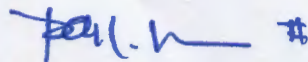
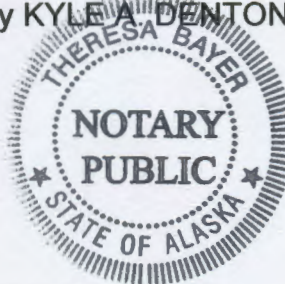


KYLE A. DENTON, Individually and as Manager on behalf of Isidore, LLC

The foregoing Operating Agreement of Corvus Contractors, LLC, was acknowledged before me this Twentieth day of May, 2016, by KYLE A. DENTON.

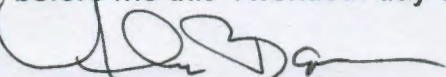


Notary Public in and for the State of Alaska  
My commission expires: 09/01/18

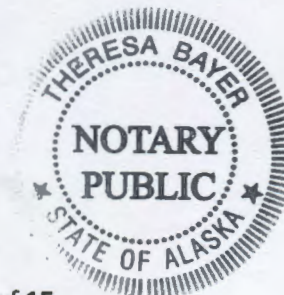


DAVID L. MCCONNELL, II. Individually and as Manager on behalf of Isidore, LLC

The foregoing Operating Agreement of Corvus Contractors, LLC, was acknowledged before me this Twentieth day of May, 2016, by DAVID L. MCCONNELL, II.



Notary Public in and for the State of Alaska  
My commission expires: 09/01/18





ANCHORAGE PUBLISHING, CO.

540 E. Fifth Avenue

Anchorage, Alaska 99501

Phone: 561-7737 Fax: 561-7777

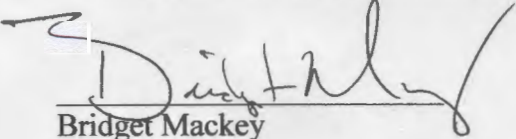
**Marijuana  
Cultivation License  
New Application**

Isidore, LLC is applying for a new Standard Marijuana Cultivation License 3 AAC 306.400(1), doing business as ISIDORE located at 100 W. International Airport Rd., Anchorage, AK 99518


**UNITED STATES.**

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

I, Bridget Mackey, advertising representative for Anchorage Publishing, Co., verify that the marijuana cultivation license notice for Isidore, LLC appeared in the April 7, April 14, and April 21, issues of the Anchorage Press Newspaper.

  
Bridget Mackey

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 5<sup>th</sup> day of May, 2016.

  
Notary Public Signature

05/18/19  
Commission Expires

NOTARY PUBLIC

K. SAETERN

STATE OF ALASKA

MY COMMISSION EXPIRES MAY 18, 2019

# Correspondence



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

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

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

June 1, 2016

Isidore, LLC  
DBA: Isidore  
Via email: [kdenton@corvuscontractors.com](mailto:kdenton@corvuscontractors.com)

Re: Standard Marijuana Cultivation Facility License Application #10248

Dear Applicant,

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

- MJ-02 Premises Diagram
  - Is the whole building the proposed licensed premises? Please clearly outline the proposed licensed premises in another color.
  - What are the areas marked as Tenant A & Tenant B? Are those other occupants? Do you have a unit/suite/room#?
  - Please clearly label the Restricted Access Areas
- Entity Documents
  - Please submit a copy of the Limited Liability Company Agreement, sometimes called the LLC 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](mailto:marijuana.licensing@alaska.gov)

**From:** [Marijuana Licensing \(CED sponsored\)](#)  
**To:** ["kdenton@corvuscontractors.com"](mailto:kdenton@corvuscontractors.com)  
**Cc:** [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** Marijauna License Application #10248 Isidore -Incomplete Letter \*DEADLINES June 15th & August 30th\*  
**Date:** Wednesday, June 01, 2016 3:46:00 PM  
**Attachments:** [10248 Incomplete Letter.docx](#)

---

Hello,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed. Please note there are deadlines of June 15<sup>th</sup> and August 30<sup>th</sup>.

*Thank you,  
AMCO Staff*

**From:** Marijuana Licensing (CED sponsored)  
**To:** ["Kyle Denton"](#)  
**Cc:** [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** RE: Marijauna License Application #10248 Isidore -Incomplete Letter \*DEADLINES June 15th & August 30th\*  
**Date:** Wednesday, June 08, 2016 11:11:00 AM  
**Attachments:** [10248 Incomplete Letter.docx](#)

---

Good Morning,

Thank you for clarifying your diagram, but you still need to label the Restricted Access Areas on your diagram. If your entire facility will be RAA, please state that on your diagram.

I see that the cultivation facility doesn't have a suite #, but it will be important that the other two facilities you mentioned be distinguished from one another by a suite/unit/room #. You will need to include the suite # in the physical address when you initiate the applications online and the proof of possession of proposed premises will also need to include the corresponding suite #. I just wanted to let you know for the future.

The entity document requirement is not form MJ-01, it is the Limited Liability Company Agreement also called the LLC Operating Agreement that is created by the LLC or an attorney. That requirement can be found in 3 AAC 306.020(b)(3)(B).

*Thank you,  
AMCO Staff*

---

**From:** Kyle Denton [mailto:[kdenton@corvuscontractors.com](mailto:kdenton@corvuscontractors.com)]  
**Sent:** Tuesday, June 07, 2016 2:58 PM  
**To:** Marijuana Licensing (CED sponsored)  
**Subject:** RE: Marijauna License Application #10248 Isidore -Incomplete Letter \*DEADLINES June 15th & August 30th\*

Please review attached responses to subject letter.

Thank You  
Kyle Denton

---

**From:** Marijuana Licensing (CED sponsored) [mailto:[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)]  
**Sent:** Wednesday, June 01, 2016 3:47 PM  
**To:** [kdenton@corvuscontractors.com](mailto:kdenton@corvuscontractors.com)  
**Cc:** Marijuana Licensing (CED sponsored) <[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)>  
**Subject:** Marijauna License Application #10248 Isidore -Incomplete Letter \*DEADLINES June 15th & August 30th\*

Hello,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed. Please note there are deadlines of June 15<sup>th</sup> and

August 30<sup>th</sup>.

*Thank you,  
AMCO Staff*



# Notifications



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

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

June 13, 2016

Municipality of Anchorage  
Attn: Mandy Honest  
VIA Email: [honestml@muni.org](mailto:honestml@muni.org)  
[moserak@muni.org](mailto:moserak@muni.org)  
[mcconnelleb@ci.anchorage.ak.us](mailto:mcconnelleb@ci.anchorage.ak.us)  
[mclaughlinfd@muni.org](mailto:mclaughlinfd@muni.org)

License Number:	10248
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Isidore, LLC
Doing Business As:	ISIDORE
Physical Address:	100 W. International Airport Rd. Anchorage, AK 99518
Designated Licensee:	Kyle A. Denton
Phone Number:	907-301-9793
Email Address:	kdenton@corvuscontractors.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](mailto:amco.localgovernmentonly@alaska.gov)

**From:** Thibodeaux, Christina N (CED)  
**To:** ["honestml@muni.org"](mailto:honestml@muni.org); ["MoserAK@muni.org"](mailto:MoserAK@muni.org); ["mcconnelleb@ci.anchorage.ak.us"](mailto:mcconnelleb@ci.anchorage.ak.us); ["McLaughlin, Francis D."](mailto:McLaughlin.Francis.D.)  
**Subject:** Local Government Notice of New Marijuana License Application #10248 Isidore  
**Date:** Monday, June 13, 2016 2:31:00 PM  
**Attachments:** [10248 Local Government Notice.docx](#)

---

Dear local government officials,

Please find the attached correspondence for a new marijuana establishment license.  
Direct all correspondence to [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

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

You will receive an email that looks like this:

This is an automated message sent to you by the Alaska ZendTo service.  
Naomi Johnston ([naomi.johnston@alaska.gov](mailto: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](mailto:naomi.johnston@alaska.gov)  
IP Address: 10.3.202.35 (10.3.202.35)

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

### Please prove you are a person

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



Pickup Files

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

Your Files should appear:

### Drop-Off Summary

Click on a filename or icon to download that file.

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

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

Thank you,

*Christina Thibodeaux*

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

550 W. 7<sup>th</sup> Ave. Ste. 1600 Anchorage, AK 99501 | 907.754.3588 |



Please consider the environment before printing this e-mail.



# Municipality of Anchorage

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

## Office of the Municipal Clerk Licensing

June 13, 2016

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

RE: Local Governing Body Action on State Marijuana License  
Isidore, #10248

Dear Ms. Franklin:

In accordance with Anchorage Municipal Code 10.80.061A., the Municipal Clerk is **protesting** the state marijuana establishment license #10248 for a standard marijuana cultivation facility, doing business as Isidore.

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

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

Cordially,

Mandy Honest  
Business License Official

Concur,

Amanda K. Moser  
Deputy Municipal Clerk

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





THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

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

June 13, 2016

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

License Number:	10248
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Isidore, LLC
Doing Business As:	ISIDORE
Physical Address:	100 W. International Airport Rd. Anchorage, AK 99518
Designated Licensee:	Kyle A. Denton
Phone Number:	907-301-9793
Email Address:	kdenton@corvuscontractors.com

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

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

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

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

Sincerely,

Cynthia Franklin, Director  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)

**From:** [Marijuana Licensing \(CED sponsored\)](#)  
**To:** ["jefflandfield@hotmail.com"](mailto:jefflandfield@hotmail.com)  
**Cc:** ["info@communitycouncils.org"](mailto:info@communitycouncils.org)  
**Subject:** Community Council Notification of New Marijuana License Application #10248 Isidore  
**Date:** Monday, June 13, 2016 2:58:00 PM  
**Attachments:** [10248 Community Council Notice.docx](#)  
[10248 MJ-02 Premises Diagram.pdf](#)  
[10248 Online Application\\_Redacted.pdf](#)

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Hello Community Council Members,

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

*Thank you,  
AMCO Staff*



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

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

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

June 13, 2016

Isidore, LLC  
DBA Isidore  
VIA email: [kdenton@corvuscontractors.com](mailto:kdenton@corvuscontractors.com)

Re: Application Status for License # 10248

Dear Applicant:

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

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

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

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

Your application will be scheduled for the July 7th board meeting for Marijuana Control Board consideration. Because July 7, 2016 is less than 60 days from today, the board will not grant or deny your application before August 12, 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](mailto:marijuana.licensing@alaska.gov) email address if you have any questions.

Sincerely,

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

Cynthia Franklin  
Director, Marijuana Control Board

**From:** [Marijuana Licensing \(CED sponsored\)](#)  
**To:** ["Kyle Denton"](#)  
**Cc:** [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** Marijuana License Application #10248 Isidore  
**Date:** Monday, June 13, 2016 3:02:00 PM  
**Attachments:** [10248 Applicant Notice.docx](#)

---

Hello,

Please find the attached letter regarding your complete marijuana license application.

*Thank you,  
AMCO Staff*

# Miscellaneous Documents