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

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Tempt, LLC	**License Number:**	11091		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	TEMPT, LLC				
Physical Address:	2410 E. 88th ave				
City:	Anchorage	**State:**	AK	**Zip Code:**	99507
Designated Licensee:	Matthew Seidler				
Email Address:	temptllc@gmail.com				

Section 2 – Attached Items

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

Attached Items:	Entity Documents - TEMPT, LLC

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

RECEIVED
OCT 21 2016
ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Alaska Business License # **1042554**

RECEIVED
OCT
ALCOHOL

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

TEMPT, LLC

2410 E 88TH AVE ANCHORAGE AK 99507

owned by

TEMPT, LLC

is licensed by the department to conduct business for the period

September 23, 2016 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

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

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

Chris Hladick

Alaska Entity #10041548

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

Tempt, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **September 23, 2016.**

Chris Hladick
Commissioner

Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	Tempt, LLC

Entity Details

Entity Type: Limited Liability Company

Entity #: 10041548

Status: Good Standing

AK Formed Date: 9/23/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2018

Entity Mailing Address: 2410 E 88TH AVE, ANCHORAGE, AK 99507

Entity Physical Address: 2410 E 88TH AVE, ANCHORAGE, AK 99507

Registered Agent

Agent Name: Tammy Seidler

Registered Mailing Address: 2410 E 88TH AVE, ANCHORAGE, AK 99507

Registered Physical Address: 2410 E 88TH AVE, ANCHORAGE, AK 99507

Officials

AK Entity#	Name	Titles	Percent Owned
	Matthew Seidler	Member	50
	Tammy Seidler	Member	50

Filed Documents

Date Filed	Type	Filing	Certificate
9/23/2016	Creation Filing		
9/23/2016	Initial Report		

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Designated Licensee:	Matthew Seidler				
Email Address:	temptllc@gmail.com				

Section 2 – Attached Items

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

Attached Items:	Entity Operating Agreement - TEMPT LLC

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

TEMPT, LLC

OPERATING AGREEMENT

The undersigned hereby enter into this Operating Agreement ("Agreement").

ARTICLE 1
FORMATION OF LIMITED LIABILITY COMPANY

1.1 Organization. The parties have organized a limited liability company ("Company") pursuant to Alaska Statue 10.50 entitled the Alaska Revised Limited Liability Company Act, as amended, supplemented or substituted ("Act").

1.2 Name. The name of Company is Tempt, LLC.

1.3 Purpose. The purpose of Company is to make a profit and conduct any or all lawful affairs for which a limited liability company may be organized under the Act.

1.4 Term. The term of Company is perpetual.

1.5 Principal Office. The principal office of Company in the State of Alaska is 2410 E 88th Ave, Anchorage AK 99507 or any other place within Alaska that the then members of Company determine to be in the best interests of Company.

1.6 Members. The initial Members are Matthew Seidler & Tammy Seidler.

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ARTICLE 2
CAPITAL CONTRIBUTIONS

2.1 Capital Contributions. The Members have contributed to Company property as set forth on **Exhibit A** (and if to any extent any Member has not completed any such transfer to Company, the Member shall complete such transfer immediately).

2.2 Units. Company has authorized 100 Units, although as of this date only 10 Units have been issued. Additional Units may be issued by Company at any time to any one or more persons and on such terms as the then members of Company determine to be in the best interests of Company. Any person purchasing any Unit from Company shall be admitted as a Member as of the date the Unit is purchased.

2.3 Additional Capital Contributions. No Member shall be required to contribute any additional capital to Company. No Member shall have any personal liability for any obligation of Company.

2.4 Capital Accounts. A separate capital account shall be maintained for each Member. No Member shall have any obligation whatsoever, whether on liquidation or otherwise, to restore a deficit balance in his or her capital account to zero.

ARTICLE 3
ALLOCATIONS AND INTERIM DISTRIBUTIONS

3.1 Tax Allocations. Income, gain, loss, deduction, credit and any other tax item of Company's activities shall be allocated to the holders of Units in proportion to their respective Units, except as otherwise required by applicable provisions of tax law.

3.2 Interim Distributions. Interim distributions, if any, shall be made to the holders of Units in proportion to their respective Units in the amounts and at the times determined by the then members of Company to be in the best interests of Company.

ARTICLE 4
MANAGEMENT

4.1 Management. The business and affairs of Company shall be managed by its members. Matthew Seidler and Tammy Seidler shall manage Company as Members and each may act in the best interests of Company.

4.2 Unlimited Freedom to Pursue Other Business Opportunities. No Member shall be required to manage the Company as his or her sole and exclusive function. Each Member may have other business interests and may engage in other activities in addition to those relating to Company, including, without limitation, the rendering of advice, management, or services of any kind to other investors and the making of other investments. Neither Company nor any holder of Units shall have any right by virtue of this Agreement or relationship created hereby in or to such other ventures or activities or to the income or proceeds derived there from. Each Member's pursuit of such ventures, even if competitive with the business of Company, shall not be deemed wrongful or improper. No Member shall be obligated to present any particular buyer or investment opportunity to Company, even if such opportunity is of a character that, if presented to Company, could be taken by Company. Each Member shall have the right to take for his or her own account (individually or as a trustee) of to recommend to others any such particular investment opportunity without liability to Company or any holder of Units.

4.3 Life Insurance. Notwithstanding any other provision of this Agreement, in no event may any Member have any authority whatsoever to manage, exercise any incident of ownership of, allocate, or distribute any insurance policy owned by Company on the life (in whole or in part) of that Member.

4.4 Errors and Omissions. No Member shall be liable, responsible, or accountable in damages or otherwise to Company or any other holder of Units for any

action taken or failure to act on behalf of Company within the scope of the authority conferred on the Member by this Agreement or by law, unless such action or omission was performed or omitted fraudulently or in bad faith or constituted gross negligence.

ARTICLE 5
BOOKS, RECORDS, AND ACCOUNTING

5.1 Bank Accounts. All funds of Company shall be deposited in one or more bank (or other financial institution) accounts opened in Company's name.

5.2 Books and Records. The Members shall keep or cause to be kept complete and accurate books and records of Company and supporting documentation of transactions with respect to the conduct of Company's business. The books and records shall be maintained in accordance with sound accounting practices consistently applied and Section 10.50.860 of the Act and shall be available at Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours in accordance with Section 10.50.870 of the Act.

5.3 Annual Accounting Period. The annual accounting period of Company shall be its taxable year.

5.4 Tax Elections. The Members shall have the authority to make all Company elections permitted under tax law, including, without limitation, elections of methods of depreciation and elections under Section 754 of the Internal Revenue Code of 1986, as amended, supplemented or substituted.

5.5 Title to Company Property. All real and personal property acquired by Company shall be acquired and held by Company in its name.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Transfer of Units. No transferor of any Unit (whether during lifetime or by reason of death) shall have the power to grant the assignee the right to become a Member.

6.2 Assurances. Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts to comply with the requirements of law for the formation and operation of Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of Company.

6.3 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

6.4 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Alaska.

6.5 Headings. The headings used throughout this Agreement are inserted as a matter of convenience only. They may not to be used to vary the meaning of the other words used in this Agreement.

6.6 Pronouns. Pronouns used throughout this Agreement shall be construed as to refer to the masculine, feminine, neuter, singular, or plural form thereof, or to an organization or organizations, as the identity of the person or persons and context and situation may require.

6.7 Binding Provisions. Any person acquiring any interest whatsoever in any Unit of Company, whether as a Member or otherwise, shall be subject to the terms of this Agreement. This Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.

6.8 Arbitration. All claims and disputes arising out of, or relating to, this Agreement or the performance thereof shall be subject to binding arbitration in Anchorage, Alaska in accordance with the rules of the American Arbitration Association.

6.9 Separability of Provisions. Each provision of this Agreement shall be considered separable. If for any reason any provision is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

6.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

6.11 Amendment. This Agreement may be amended only by the written consent of all Members of Company.

6.12 Unit Holder. For purposes of this Agreement, “holder of Units” means a Member or his or her assignee, as the case may be.

IN WITNESS WHEREOF, the parties execute this Agreement on September 23, 2016.

Tammy Seidler

Matthew Seidler

EXHIBIT A
CAPITAL CONTRIBUTIONS

Member Name	Units	Percent of Issued Units	Contribution
Matthew Seidler	5	50	$500
Tammy Seidler	5	50	$500