



## MEMORANDUM

TO: Chair and Members of the Board      DATE: January 17, 2017  
FROM: Sara Chambers      RE: Bad Gramm3r, LLC #11121  
Interim Director, Marijuana Control  
Board

This is an application for a Retail Marijuana Store in the Matanuska-Susitna Borough by Bad Gramm3r, LLC DBA Bad Gramm3r, LLC

Date Application Initiated: 09/28/2016  
Date Under Review: 10/24/2016  
Incomplete Letter(s) Date: 01/09/2017  
Date Final Corrections Submitted: 01/11/2017  
Determined Complete/Notices Sent: 01/16/2017  
Local Government Response/Date: Not yet received  
DEC Response/Date: 01/17/2017 – Compliant, no permit required  
Fire Marshal Response/Date: Not yet received  
Objection(s) Received/Date: No  
Staff questions for Board: No



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

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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	Entity Documents
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### OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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# ARTICLES OF ORGANIZATION

OF

## **bad gramm3r, LLC**

Pursuant to the provisions of AS 10.50, the Alaska Limited Liability Act, the undersigned organizers adopt the following Articles of Organization.

### ARTICLE I

The name of the limited liability company is

## **bad gramm3r, LLC.**

### ARTICLE II

The purposes for which said limited liability company is organized are to engage in any lawful business other than banking and insurance, focused primarily on agriculture.

### ARTICLE III

The existence of the limited liability company shall be perpetual.

### ARTICLE IV

The address of the initial registered office of the limited liability company is 5850 E Alder Circle, Wasilla, AK 99654 and the name of the initial registered agent of the limited liability company at that office is **Peter Zell**.

### ARTICLE V

The limited liability company shall be managed by one or more managers designated or appointed in accordance with the terms of the operating agreement.

### ARTICLE VI

The name and address of the organizer is:

**Peter Zell**  
5850 E Alder Circle  
Wasilla, AK 99654

IN WITNESS WHEREOF, the organizer has hereunto set his hand this

18<sup>th</sup> day of January 2016.

Peter W Zell

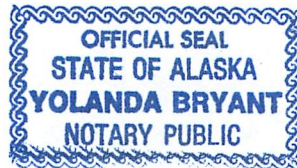
STATE OF ALASKA

)  
) ss.

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 18<sup>th</sup> day of January 2016, before the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Peter W Zell, known to be the person named in and who executed the above and foregoing Articles of Organization and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Yolanda Bryant  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 9-2-2016



Alaska Business License #

1042680

**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

**BAD GRAMM3R, LLC**

1150 N HELEN LANE WASILLA AK 99654

owned by

BAD GRAMM3R, LLC

is licensed by the department to conduct business for the period

September 28, 2016 through December 31, 2017  
for the following line of business:

42 - Trade



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

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

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Corporations Search

## NAME(S)

Type	Name
Legal Name	bad gramm3r, LLC

## ENTITY DETAILS

**Entity Type:** Limited Liability Company  
**Entity #:** 10034946  
**Status:** Good Standing  
**AK Formed Date:** 1/15/2016  
**Duration/Expiration:** Perpetual  
**Home State:** ALASKA  
**Next Biennial Report Due:** 1/2/2018  
**Entity Mailing Address:** 5850 E. ALDER CIRCLE, WASILLA, AK 99654  
**Entity Physical Address:** 1150 N. HELEN LANE, WASILLA, AK 99654

## REGISTERED AGENT

**Agent Name:** Peter Zell  
**Registered Mailing Address:** 5850 E. ALDER CIRCLE, WASILLA, AK 99654  
**Registered Physical Address:** 1150 N. HELEN LANE, WASILLA, AK 99654

## OFFICIALS

AK Entity#	Name	Titles	Percent Owned
	Peter Zell	Manager	
	Zell 2015 Family Trust	Member	100

## FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
1/15/2016	Creation Filing		
1/15/2016	Initial Report		

### Juneau Mailing Address

P.O. Box 110806  
Juneau, AK 99811-0806

### Physical Address

333 Willoughby Avenue  
9th Floor  
Juneau, AK 99801-1770

### Phone Numbers

Main Phone: (907) 465-2550  
FAX: (907) 465-2974

### Anchorage Mailing/Physical Address

550 West Seventh Avenue  
Suite 1500  
Anchorage, AK 99501-3567

### Phone Numbers

Main Phone: (907) 269-8160  
FAX: (907) 269-8156

## OPERATING AGREEMENT

DATE: 1/18/16

PARTIES: Peter W Zell

### AGREEMENTS

#### SECTION 1. FORMATION OF LIMITED LIABILITY COMPANY

1.1 Formation. The Members hereby form a limited liability company (Company) pursuant to the provisions of the Limited Liability' Company Act of the State of Alaska in accordance with the provisions of this operating agreement.

Name. The name of the Company is **bad gramm3r, LLC.**

1.2 Articles of Organization. Articles of Organization for the Company were filed with the Secretary of State of the State of Alaska on the January 15, 2016.

1.3 Duration. This Company shall continue in perpetuity, unless terminated in accordance with the terms and conditions of this agreement.

1.4 Principal Place of Business. The principal place of business is 1150 N Helen Lane, Wasilla, AK 99654 and the address of the principal office of the Company shall be 5850 E Alder Circle, Wasilla, AK 99654 or such other place as the Members may determine.

1.5 Register Office and Registered Agent. The Company's initial registered office shall be at 5850 E Alder Circle, Wasilla, AK 99654 and the name of its initial registered agent at such address shall be **Peter Zell.**

1.6 Purpose. The purposes for which the Company is formed for miscellaneous store retailers' purposes and all other legal activities of any kind.

#### SECTION 2. MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 Members' Contributions and Interests. The Members have made the following contributions to the capital of the Company and have the following initial Percentage Interests in the Company:

<u>Member</u>	<u>Contribution</u>	<u>Percentage</u>
<b><u>Peter Zell</u></b>	\$	100%

To the extent that the contributions set forth above have not been made in cash, the amount set forth above represents the agreed value of the Member's contribution to the capital of the Company.

2.2 Other. Business of Members. Any Member may engage independently or others in other business and investment ventures of every nature and description and shall have no obligation to account to the Company for such business or investments or for business or investment opportunities.

2.3 Additional Members. Additional Members shall not be admitted except upon approval of all Members.

2.4 Additional Contributions. Additional capital contributions shall be accepted from the Members only if the Members unanimously approve such contributions and set the maximum total amount of the additional capital contributions. If the Members do so, the Members shall have the opportunity (but not the obligation) to make such additional contributions on a pro rata basis in accordance with their Percentage Interests. If any Member elects to make less than the Member's pro rata share of any additional capital contributions, the other Members may contribute the difference on a pro rata basis in accordance with their Percentage Interests or any other basis they may agree upon. If the other Members elect to do so, all Members' Percentage Interests, as set forth in Section 2.1, shall be adjusted such that each Member's Percentage Interest represents the ratio of that Member's capital contributions to all Members' capital contributions.

2.5 No Interest on Capital Contributions. No interest shall be paid on capital contributions.

2.6 Capital Accounts. An individual capital account shall be maintained for each Member. The capital account of each Member shall consist of the Member's initial contribution of capital increased by (i) such Member's additional capital contributions, (ii) such Member's share of the profits of the Company, and (iii) the amount of any Company liabilities that are secured by any Company property distributed to such Member, and decreased by (i) distributions to such Member. (ii) such Member's share of losses of the Company, and (iii) the amount of any liabilities of such Member that are secured by any property contributed by such Member to the Company. Capital accounts shall be maintained in accordance with federal income tax accounting principles as set forth in Treasury Regulations §1.704-1(b)(2)(iv) or any successor provision.

### SECTION 3. MEMBER MEETINGS

3.1 Meetings. A meeting of the Members shall be held (i) if called by the Members or (ii) if Members holding at least 10% of the Percentage Interests sign, date, and deliver to the Company's principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of Members shall be held at the principal office of the Company or any other place in the State of Alaska specified in the notice of meeting.

3.2 Notice of Meeting. Notice of the date, time, and place of each Members' meeting shall be given to each Member not earlier than 60 days nor less than 10 days before the meeting date. The notice must include a description of the purpose or purposes for which the meeting is called.

3.3 Record Date. The persons entitled to notice of and to vote at a Members' meeting, and their respective Percentage Interests, shall be determined as of the record date for the meeting. The record date shall be a date, no earlier than 70 days nor less than 10 days before the meeting, selected by the Members. If the Members do not specify a record date, the record date shall be the date on which notice of the meeting was first mailed or otherwise delivered.

3.4 Quorum. The presence, in person or by proxy, of Members holding at least 50% of the Percentage Interest shall constitute a quorum.

3.5 Proxies. A Member may be represented at a meeting in person or by written proxy.

3.6 Voting. On each matter requiring action by the Members, each Member shall be entitled to vote the Member's Percentage Interest. Except as otherwise stated in the articles of organization, this agreement, or applicable law, a matter submitted to a vote of the Members shall be deemed approved if a majority of the Percentage Interests voted on the matter are voted in favor of the matter.

#### SECTION 4. MANAGEMENT

4.1 Number of Qualifications of Manager(s). As provided in the articles of organization, the Company shall be managed by Manager(s). The number of Manager(s) shall be the number elected by the Members and acting as such from time to time, but shall not be less than one nor more than three. The Manager(s) may be individuals or entities, and need not be Members of the Company.

4.2 Initial Manager. The Company shall initially have one Manager, namely:  
**Peter Zell.**

4.3 Election of Manager(s). Manager(s) shall be elected at meetings of Members called for the purpose of electing Manager(s), and the meeting notice must state that the purpose, or one of the purposes, of the meeting is election of Manager(s). Each Manager shall serve for a term ending when the Members next hold a meeting at which Manager(s) are elected, or until the Manager's earlier death, resignation, or removal.

4.4 Authority. Subject to restrictions that may be imposed from time to time by the Manager(s) or Members, each Manager shall be an agent of the Company with authority to bind the Company in the ordinary course of business. However, the Manager(s) shall have no authority to

bind the Company as to the following matters without first obtaining approval by vote of the Members:

4.4.1 Disposition of Assets. The sale, lease, exchange, mortgage, pledge, or other transfer or disposition of all or substantially all of the assets of the Company.

4.4.2 Merger. The merger of the Company with another limited liability company or other entity.

4.4.3 Amendment of Articles. Amendment to the articles of organization of the Company.

4.4.4 Incurrence of Debt. Incurrence of indebtedness by the Company other than the ordinary course of business.

4.4.5 Conflict of Interest Transactions. A transaction involving an actual or potential conflict of interest between a Member or Manager and the Company.

4.4.6 Change of Nature of Business. A change in the nature of the business of the Company.

4.5 Other Activities. The Manager(s) may have other business interests and may engage in other activities in addition to those relating to the Company. This section does not change each Manager's duty to act in a manner that the Manager reasonably believes to be in the best interests of the Company.

4.6 Meetings; Notices; Quorum; Voting. Meetings of the Manager(s) may be called by any Manager. Meetings shall be held at the place fixed by the Manager(s) or, if no such place has been fixed, at the principal office of the Company. Oral or written notice of the date, time, and place of any meeting shall be given at least 24 hours in advance to each Manager. Written notice may be delivered personally, given by facsimile or other form of wire communication, or by mail or private carrier, to each Manager's business or home address. Written notice shall be effective at the earliest of the following: (i) when received, (ii) when sent by facsimile or other form of wire communication, or (iii) three business days after being mailed. A majority of the Manager(s) shall constitute a quorum. Each Manager shall be entitled to one vote. A matter submitted to a vote of the Manager(s) shall be deemed approved if approved by a vote of the majority of the Manager(s) voting on the matter.

4.7 Resignation. A Manager may resign at any time by giving written notice to the Members. The resignation is effective when the notice is received by the Members, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Members. The resignation of a Manager who is also a Member shall



not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Member from the Company.

4.8 Removal of Manager by Members. The Members may remove one or more Manager(s) with or without cause at any time. A Manager may be removed by the Members only at a meeting called specifically for the purpose of removing the Manager, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Manager. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Member from the Company.

4.9 Salaries. The salaries and other compensation of the Manager(s) shall be fixed from time to time by vote of the Members. The fact that a Manager is also a Member shall not preclude that Manager from receiving a salary or other compensation from the Company.

4.10 Other Agents. The Manager(s) may, by vote, authorize any agent to enter into any lawful contract or to otherwise act on behalf of the Company. Such authority may be general or be confined to specific instances.

4.11 Tax Matters Partner. The Manager(s) shall designate one of the Manager(s) as the tax matters partner of the Company in accordance with IRC §6231(a)(7) and shall keep such designation in effect at all time.

## **SECTION 5. ACTIONS WITHOUT NOTICE, WITHOUT MEETING, OR BY TELEPHONE**

5.1 Meeting of All Members. Notwithstanding any other provision of this operating agreement, if all of the Members shall hold a meeting at any time and place, such meeting shall be valid without call or notice, and any lawful action taken at such meeting shall be the action of the Members, as the case may be.

5.2 Action Without Meeting. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if consent in writing, describing the action taken, is signed by all of the Members, as the case may be. Any such written consent shall be included in the Company's records of meetings.

5.3 Meetings by Telephone. Meetings of the Members may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

## **SECTION 6. ACCOUNTING AND RECORDS**

6.1 Books of Accounts. The Company's books and records, a register showing the names, addresses, and Percentage Interests of the Members, and this operating agreement shall be

maintained by the Members at the principal office of the Company. Each Member shall have access to such books, records, and other materials at all reasonable times. The Members shall keep books and records of the operation of the Company that are appropriate and adequate for the Company's business and for the carrying out of this operating agreement.

6.1.1 The books and records shall be maintained by the Member at the principal office of the company. Each Member shall have access to such books, records and other materials at all reasonable times.

6.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6.3 Accounting Reports. Within 90 days after the end of each fiscal year, the Members shall cause an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of such year and a profit and loss statement for such year, to be prepared and sent to each Member.

6.4 Tax Returns. The Members shall cause all required federal, state, and local income tax returns for the Company to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year, each Member shall be furnished a statement suitable for use in the preparation of the Member's federal, state and local income tax returns, showing the amounts of distributions, contributions, gains, losses, profits, or credits allocated to the Member during the fiscal year.

## **SECTION 7. ALLOCATIONS AND DISTRIBUTIONS**

7.1 Net Profits and Net Losses. The net profits and net losses of the Company, as determined in accordance with the accounting methods followed by the Company for federal income tax purposes, shall be allocated among the Members in proportion to each Member's respective Percentage Interest in the Company. Items of gain, loss, and credit that the Company recognizes or is entitled to for federal income tax purposes shall likewise be allocated among Members in accordance with the Percentage Interests.

7.2 Distributions. Subject to the restrictions governing distributions under the Alaska Limited Liability Act, distributions of cash or property may be made from time to time by the Company to the Members, at such times and in such amounts as the Members may determine in the Members' sole discretion. All distributions made by the Company to the Members prior to the dissolution of the Company shall be allocated among the Members in proportion to each Member's respective Percentage Interest in the Company.

## **SECTION 8. WITHDRAWAL AND DISSOLUTION**

8.1 Withdrawal. Each Member agrees not to withdraw from the Company without the consent of all other Members. However, voluntary withdrawal in violation of this Section shall be

effective after six months' written notice delivered to the remaining Members, but shall constitute a breach of this operating agreement for which the Company and other Members shall have the remedies provided under applicable law.

8.2 Events of Dissolution. The Company shall dissolve upon the earlier of:

8.2.1 End of Term. The time for dissolution specified in Section 1.4.

8.2.2 Withdrawal or Other Event Affecting Member. Unless otherwise provided in this operating agreement, the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any Member.

8.2.3 Sale of Assets. Upon the sale or other disposition of substantially all of the assets of the Company.

8.2.4 Vote of Members. Approval of dissolution by a unanimous vote of the Members.

8.3 Death of a Member. If a Member dies, the remaining Members may within 120 days elect to (i) continue the Company and admit the estate of the deceased Member or other person to whom the deceased Member's interest passes as a Member in place of the deceased Member; or (ii) if there are at least two remaining Members, continue the Company among the surviving Members and purchase the interest of the deceased Member pursuant to the provisions of Section 9. The election shall be at the sole discretion of the surviving Members and shall require their unanimous consent. If the surviving Members do not so elect, the Company shall be dissolved.

8.3.1 If there is only a single Member, on the death of that Member, his estate shall immediately be admitted as the Member and shall have all the rights and privileges attended thereto, until such time as the Membership interest is properly conveyed to the heir(s) of the deceased Member, whereupon the heir(s) shall be admitted as the Member(s) with all rights and privileges attended thereto.

8.4 Effect of Withdrawal or Other Event. Upon the incompetence, withdrawal, expulsion, bankruptcy, or dissolution of a Member, if there are at least two remaining Members, the remaining Members may within 120 days, without waiving any remedies in the case of voluntary withdrawal, elect to continue the Company among themselves and to purchase the interest of the affected Member pursuant to the provisions of Section 9. The election shall be at the sole discretion of the remaining Members and shall require their unanimous consent. If the remaining Members do not so elect, the Company shall be dissolved.

8.5 Effect of Purchase of Member's Interest. A Member shall cease to be a Member upon the Company's election to purchase the Member's interest pursuant to Section 8.3 or 8.4.

During the period in which the Company is making payments to the former Member, the former member shall have no rights as a member in the Company.

8.6 Liquidation Upon Dissolution and Winding Up. Upon the dissolution of the Company, the Members shall wind up the affairs of the Company. A full account of the assets and liabilities of the Company shall be taken. The assets shall be promptly liquidated and the proceeds thereof shall be applied and distributed in the following order of priority:

8.6.1 Liabilities. To creditors, including Members who are creditors, in satisfaction of liabilities of the Company, other than liabilities for distributions to Members.

8.6.2 Reserves. To the setting up of any reserves that the Members determine to be reasonably necessary for contingent, unliquidated, or unforeseen liabilities or obligations of the Company. Such reserves, in the discretion of the Members, may be paid over to an escrow agent to be held by such escrow agent for the purpose of distributing such reserves to satisfy the liabilities and obligations of the Company, and at the expiration of such period as the Members may reasonably deem advisable, distributing any remaining balance as provided in Sections 8.6.3 and 8.6.4.

8.6.3 Capital Accounts. To Members to the extent of, and in proportion to, the positive balances of their capital accounts (after taking into account all adjustments thereto for the taxable year during which the liquidating distributions occur).

8.6.4 Percentage Interests. To Members in proportion to their Percentage Interests in the Company.

8.7 Distributions of Property. With approval by vote of the Members, the Company may, in the process of winding up the Company, elect to distribute property in-kind.

## SECTION 9. PURCHASE OF MEMBER'S INTEREST

9.1 Application. If a Member's interest is to be purchased by the Company as a result of the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of the Member (Affected Member), the purchase price of the Affected Member's interest shall be determined as provided in Section 9.2, and the purchase price shall be paid in accordance with the terms provided in Section 9.3.

9.2 Purchase Price. The purchase price of the Affected Member's interest shall be determined by agreement of the Affected Member, or the Affected Member's legal representative, and the Members. If the parties are unable to agree by the expiration of 60 days following the occurrence of the event giving rise to the purchase of Affected Member's interest, or, in the case of

death of a Member, within 60 days of the appointment of a legal representative for the estate of the deceased Member, the purchase price shall be determined by an appraisal conducted as follows:

9.2.1 Appointment of Appraisers. The Affected Member, or the Affected Member's legal representative, and the Members shall each forthwith appoint an appraiser. Within 20 days after their appointment, the two appraisers shall select a third appraiser.

9.2.2 Determination of Appraised Value. Within 30 days after appointment of the third appraiser, the appraisers shall determine the fair market value of all of the assets of the Company as of the date of the event giving rise to the purchase of the Affected Member's interest. The value of the Company's assets shall be determined by agreement of two of the three appraisers. The sum of all of the liabilities of the Company and the capital accounts of all of the Members as of the date of the event giving rise to the purchase of Affected Member's interest shall be subtracted from such fair market value, and the resulting difference shall be multiplied by the Affected Member's Percentage Interest. The purchase price for the Affected Member's interest shall be the sum of the resulting product plus the amount of the Affected Member's capital account on the date of the event giving rise to the purchase of Affected Member's interest. The decision of the appraisers shall be in writing, and a copy of the decision shall forthwith be delivered to the Affected Member, or the Affected Member's legal representative, and to the Members.

9.2.3 Costs and Expenses. The Affected Member, or the Affected Member's legal representative, as the case may be, and the Company shall each pay the fees and expenses of the appraiser appointed by that party. All other costs of the appraisal shall be borne equally between the Affected Member, or the Affected Member's legal representative, on the one hand, and the Company, on the other hand.

9.3 Terms of Payment. The purchase price for the interest of an Affected Member shall be paid in the following manner:

9.3.1 Down Payment. The down payment shall be 10% of the purchase price.

9.3.2 Remaining Balance. The remaining balance of the purchase price shall be evidenced by, and payable in accordance with the terms of, a promissory note of the Company providing that the principal amount is payable in nine equal annual installments, including interest on the unpaid balance, with the first annual installment to be due on the first anniversary of the closing and an additional installment to be due on the same day of each year thereafter until the promissory note is paid in full. Interest shall accrue on the remaining balance due under the promissory note at the rate of 10% per annum, or the maximum legal rate of interest permissible, whichever is less, from the date of closing. Partial or complete prepayment of the remaining balance due under the promissory note shall be permitted at any time, without penalty: provided, that any partial prepayment shall not affect the amount or regularity of payments coming due thereafter.

9.3.3 Security. A security interest shall be granted to the Affected Member, or the Affected Member's legal representative, in the interest sold to secure payment of the promissory note. The security shall be in a form reasonably satisfactory to the attorney for the Affected Member, or the Affected Member's legal representative.

9.3.4 Closing. The purchase shall be closed within 90 days following the occurrence of the event giving rise to the purchase of Affected Member's interest or, in the case of death of a Member, within 90 days of the appointment of a legal representative for the estate of the deceased Member. At the closing, the down payment shall be paid to the Affected Member, or the Affected Member's legal representative, and the promissory note and documents creating the security interest shall be delivered to the Affected Member, or the Affected Member's legal representative. The Affected Member, or the Affected Member's legal representative, as the case may be, shall deliver to the Company as assignment of the Affected Member's interest in a form reasonably satisfactory to the attorney for the Company, together with any other documents necessary in order to effect transfer of the interest. The date of closing shall be extended by a period consumed by the appraisal process required to determine the purchase price under the terms of this agreement.

## **SECTION 10. TRANSFER OF MEMBERS' INTERESTS**

10.1 Securities Law Restrictions. Each Member acknowledges that the interest of the Member in the Company has not been registered under the Securities Act of 1933 in reliance upon an exemption from registration and that the resale or other transfer of the interests of Members is restricted by applicable provisions of the Securities Act of 1933. Each Member agrees that the Member's interest may not be offered for sale, sold, transferred, pledged, or otherwise disposed of unless the interests of the Members in the Company are registered under the Securities Act of 1933 and applicable state securities laws or unless an exemption from registration is otherwise available. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE INTEREST OF A MEMBER IN THE COMPANY MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED, OR OTHERWISE DISPOSED OF BY A MEMBER IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE MEMBERS THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 IS NOT REQUIRED.

10.2 Tax Law Restriction. Notwithstanding any other provision of this operating agreement, a Member may not sell, transfer, pledge, or otherwise dispose of all or part of the Member's interest in the Company if the interest sought to be so transferred, when added to the total of all other interests sold, transferred, pledged, or otherwise disposed of within a period of 12 consecutive calendar months prior to the proposed date of such transfer, would, in the opinion of



counsel for the Company, result in the termination of the Company for federal or state income tax purposes.

**10.3 Member Approval.** Subject to the restrictions contained in Sections 10.1 and 10.2, a Member may sell, transfer, pledge, or otherwise dispose of (hereinafter collectively referred to as a "transfer") all or a portion of the Member's interest in the Company with the prior written unanimous consent of the remaining Members. If the remaining Members do not consent to a particular transfer, the Member may transfer all or a portion of the Member's interest if such interest has been tendered for sale to the Company in accordance with Section 10.4, the tender has not been accepted within the time limit set forth in Section 10.4, and the transfer is made within 180 days after the notice of tender is effective, at the price and upon the terms set forth in the notice of tender, and to the transferee named in the notice.

**10.4 Tender of Interest.** If a Member desires to transfer all or part of the Member's interest in the Company and the remaining Members do not consent, the interest to be transferred shall be tendered to the Company by giving written notice of such tender to the Company. Such notice shall contain the name and address of the proposed transferee, the price to be paid by the proposed transferee for the interest, if any, and the terms of the proposed transfer. Within 30 days following the giving of the notice of tender, the remaining Members may accept the tender on behalf of the Company and have the Company purchase the interest tendered for the lesser of the price set forth in the notice of tender (if the proposed transfer is to be by sale) or the price applicable to the purchase of a Member's interest pursuant to Section 8.3 or 8.4. Such purchase shall, at the option of the Company, be on the terms set forth in the notice of tender or the terms applicable to the purchase of a Member's interest pursuant to Section 8.3 or 8.4. For the purposes of those provisions, the date of the notice of tender shall be deemed to be the date of the event giving rise to the election to purchase.

**10.5 Substitution.** If the interest of a Member is transferred, with or without the consent of the remaining Members, the transferee of the interest shall be admitted as a Member only if all other Members unanimously consent. In the event that a sole Member's interest is transferred, the transferee shall be deemed to be admitted as a Member upon the transfer of the interest. If the transferee is not admitted as a Member, the transferee shall have the right only to receive, to the extent assigned, the distributions from the Company to which the transferee would be entitled. Such transferee shall not have the right to exercise the rights of a Member, including, without limitation, the right to vote or inspect or obtain records from the Company.

## **SECTION 11. REPRESENTATIONS AND WARRANTIES OF MEMBERS**

Each Member represents and warrants to the Company and the other Members that such Member has acquired an interest in the Company for such Member's own account for investment and not with a view to distribution of such interest.

## SECTION 12. INDEMNIFICATION

12.1 Indemnification. The Company shall indemnify each of its Members to the fullest extent possible under the laws of the State of Alaska, as the same exists or may be hereafter amended, against all liability, loss, and costs (including, without limitation, attorneys fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a manager of the Company, or is or was serving at the request of the Company as a member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the Members, provide indemnification to employees and agents of the Company who are not Members. The indemnification provided in this section shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution or Members, contract, or otherwise.

12.2 Limitation of Liability. Members of the Company shall not be liable to the Company or its Members for monetary damages for conduct as Members except to the extent that the Alaska Limited Liability Act, as it now exists or may hereafter be amended, prohibits elimination or limitation of manager liability. No repeal or amendment of this Section 12.2 or of the Alaska Limited Liability Act shall adversely affect any right or protection of a Member for actions or omissions prior to the repeal or amendment.

## SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 Binding Effect. The provisions of this operating agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

### 13.2 Notices.

13.2.1 Company. All notices given to the Company or to the Members shall be given in writing by registered or certified mail, addressed to the Company or the Members at the principal office of the Company as set forth in Section 1.5.

13.2.2 Members. All notices given to any Member shall be in writing addressed to the Member at the address set forth in the records of the Company.


13.3 Modification or Amendment. The Members may amend or repeal the provisions of this operating agreement by unanimous agreement set forth in writing or my action taken at a meeting of Members called for that purpose. This operating agreement may not be amended or repealed by oral agreement of the Members.

13.4 Applicable Law. This operating agreement shall be governed by and shall be construed in accordance with the laws of the State of Alaska.

13.5 Counterparts. This operating agreement may be executed in several counterparts, all of which taken together shall be deemed to be one original agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth below.

Date: January 18, 2016

  
\_\_\_\_\_  
**Peter Zell**



THE STATE  
of **ALASKA**  
*Department of Commerce, Community and Economic Development  
Division of Corporations, Business and Professional Licensing*

**COR**

**Corporations Section**

State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor  
PO Box 110806, Juneau, AK 99811-0806  
Phone: (907) 465-2550 • Fax: (907) 465-2974  
Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov)

## Notice of Change of Officials

### Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes in members, managers and percentage of interest held between biennial reporting periods.
- The Notice of Change of Officials will not be filed if the official signing this form does not match an official on record for this entity and/or if your entity's biennial report is not current. To verify your entity and current officials information on record, go online to [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov), *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

**1. Important:**

AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.  
— AS 10.50.765

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.  
— AS 10.50.860-.870

**2. Fee:**

☒ \$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.065(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

**3. Entity Information:**

Entity Name: bad gramm3r, LLC

Alaska Entity Number: 10034946

**IMPORTANT:** A Limited Liability Company must have one or more members who must hold a percent of interest.  
— AS 10.50.155

**4. Officials Changing:** (only list officials whose information is changing) AS 10.50.765(b)

- a. If applicable, list the resigning official's name whose information will be removed from the record.
- b. List the updating or new official's information which will be placed on record.

**Changing Official #1**

a. Resigning Official's Name: (if applicable) Zell 2015 Family Trust

b. Updating or New Official's Name: Peter Zell

Mailing Address: 5850 E. Alder Circle

Wasilla

AK

99654

Check all that apply: ☒ Member 100 %

☒ Manager (must be provided for in the Articles of Organization)

**Changing Official #2**

a. Resigning Official's Name: (if applicable)

b. Updating or New Official's Name:

Mailing Address:

Check all that apply: ☐ Member %

☐ Manager (must be provided for in the Articles of Organization)

→ For additional changing officials, continue listing them on the attached form 08-491a. Make copies as necessary.

**5. Required Signature:** AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS10.50.840(a)(2)); or a manager (AS 10.50.840(a)(1); or an attorney-in-fact (AS 10.50.840(c). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature:

Date:

Printed Name: Peter Zell

Title of Authorized Signer:

☒ Member

☐ Manager

☐ Attorney-in-fact



THE STATE  
of **ALASKA**

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

**COR**

**Corporations Section**

State Office Building, 333 Willoughby Avenue, 9<sup>th</sup> Floor

PO Box 110806, Juneau, AK 99811-0806

Phone: (907) 465-2550 • Fax: (907) 465-2974

Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)

Website: [Corporations.Alaska.Gov](http://Corporations.Alaska.Gov)

## Contact Information

- Return this form with your filing
- This information may be used by the Division to assist with processing your attached filings
- This form will not be filed for record, or appear online

Entity Information		Enter your entity information as it appears on this filing.	
Entity Name:	bad gramm3r, LLC		
AK Entity #:	10034946		

Contact Person		Whom may we contact with any questions or problems with this filing?	
Company:	bad gramm3r, LLC		
Contact:	Peter Zell		
Mailing Address:	Address 5850 E. Alder Circle		
	City Wasilla	State AK	ZIP 99654
Phone:	907-232-1809		
Email:	zells@mtaonline.net		

Document Return Address		Provide an address for the return of your filed documents.	
<input checked="" type="checkbox"/> Return my filings to the address provided ABOVE			
<input type="checkbox"/> Return my filings to this address provided BELOW			
Company:			
Contact:			
Mailing Address:	Address 5850 E. Alder Circle		
	City Wasilla	State AK	ZIP 99654





Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

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

### 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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	<ul style="list-style-type: none"><li>• DEC Plan Review Application Food Safety Permit</li><li>• DEC Application for Food Establishment Permit</li><li>• Plumbing Schematic</li><li>• As-built Lot Survey</li><li>• Floor Plan</li></ul>
-----------------	--

### OFFICE USE ONLY

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



10/19/16 on site

## Plan Review Application

Alaska Department of Environmental Conservation  
Division of Environmental Health  
Food Safety and Sanitation Program



Permit ID: \_\_\_\_\_

### Section A- General Information (All applicants complete entire section – please print).

Purpose (check one) ☒ New Construction ☐ Remodel of Existing Structure ☐ Reactivation

General Information	Establishment Name: <u>Bad Grammar 3r</u>		Date: <u>10/19/16</u>
	Plan Review Contact Name: <u>Peter W Zell</u>		
	Phone Number: <u>907 232 1809</u>	Email: <u>ZELLS@MTAONLINE.NET</u>	
	Address: <u>1150 W. Helen Lane Wasilla Alaska 99654</u>		
	Operating Days/Hours: <u>7 days/wk 10am/8pm</u>	Proposed Opening Date: <u>January 2017</u>	

If you are proposing to build a new food establishment or extensive remodeling of an existing food establishment in Alaska (except in the Municipality of Anchorage), you must submit a **completed Plan Review Packet 30 days prior to construction**. Additional information regarding calculations and drawings can be found in the Plan Review Guide.

**Please Note: Failure to provide all the required information may delay the plan review process and permit issuance.**

### REQUIRED DOCUMENTATION LIST (Include the following in your packet)

- |   |   |
|---|---|
| <input type="checkbox"/> Food Establishment Application | <input type="checkbox"/> Floor Plan   |
| <input type="checkbox"/> Fees                           | <input type="checkbox"/> Plumbing Schematic   |
| <input type="checkbox"/> Plot Plan                      | <input type="checkbox"/> Complete list of equipment (including manufacturer's specifications) |

### SECTION B – REQUIRED DOCUMENTATION

a. **Potable Water Supply.** Have plans been submitted to the Drinking Water Program as required by 18 AAC 80?

☒ Yes\* ☐ No ☐ N/A (Municipal Water Supply) **Specify in comments.**

Comments:

**\*Attach a confirmation email or letter from the Drinking Water Program stating that the system has been approved.**

b. **Wastewater Disposal System.** Have plans been submitted to the Wastewater Program as specified by 18 AAC 72?

☒ Yes\* ☐ No ☐ N/A (Municipal System) **Specify in comments.**

Comments:

**\*Attach a confirmation email or letter from the Wastewater Program stating that the system has been approved.**

c. **Solid Waste Disposal.** Please describe how you plan to dispose of your solid waste:

Dumpster

d. **Plot Plan.** Have you included a detailed to scale drawing of the plot plan including: ☐ Yes ☐ No

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> All buildings  | <input type="checkbox"/> Outside walk-in cooler(s)/freezer(s) | <input type="checkbox"/> Access for deliveries  |
| <input type="checkbox"/> Refuse storage site  | <input type="checkbox"/> Outside storage areas                | <input type="checkbox"/> Sewage disposal system |
| <input type="checkbox"/> Potable water supply   | <input type="checkbox"/> Oil/Fuel tanks                       |   |
| <input type="checkbox"/> Identify nearby roads, streets, other landmarks, and/or give GPS coordinates |   |   |

- e. **Floor Plan.** A floor plan with the listed components must be submitted as part of the application packet. Have you included a floor plan? ☒ Yes ☐ No
- ☐ Layout and purpose of each room ☐ Type and location of lighting
- ☐ Location of fixed equipment and plumbing features ☐ Type and location of ventilation, both building and local systems
- ☐ Size, construction, and design of fixed equipment
- ☐ Location of restrooms, including the number of toilets and handwash sinks.
- f. **Plumbing Schematic.** A plumbing schematic with the listed components must be submitted as part of the application packet. Have you included a detailed drawing of the plumbing schematic? ☒ Yes ☐ No
- ☐ Plumbing schematic showing each hot, cold, and wastewater line.
- ☐ Plumbing connection to the wastewater line (direct vs. indirect)
- ☐ Hot water capacity
- Have you contacted the State Plumbing Inspector? ☐ Yes ☐ No
- G **Fire Marshall.** Have you contacted the State Fire Marshall? ☒ Yes ☐ No
- Please describe your ventilation/hood system:

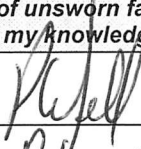
### SECTION C – ADDITIONAL INFORMATION

- a. **Storage.** How often will you receive food deliveries? Do you have adequate storage to support your operation? Consult the Plan Review Guide for information about storage capacity.
- b. **Dressing Rooms and Locker Rooms.** Describe how employee clothing, belongings, etc will be stored:  
*Employee breakroom*
- c. **Poisonous/Toxic Materials.** Describe location and means to store poisonous or toxic materials:
- d. **Floors/Walls/Ceilings.** Describe how the floors, walls, ceilings, and shelving will be finished (tile, paint, etc):
- e. **Warewashing:** Describe how dishes, utensil, and equipment will be washed:
- f. **Linens.** Describe how soiled and clean clothing/linens will be stored and where they will be cleaned:

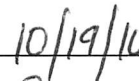
### SECTION D

*I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.*

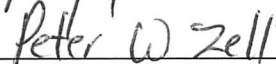
Applicant's Signature



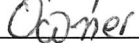
Date



Applicant's Printed Name



Title





# Application for Food Establishment Permit

Alaska Department of Environmental Conservation  
Division of Environmental Health  
Food Safety and Sanitation Program



OCT 19 2016

State of Alaska DEC  
Food Safety Program

Permit ID:

## Section 1- General Information (All applicants complete entire section - please print)

Purpose (check one) ☒ New ☐ Information Change ☐ Extensive Remodel ☐ Change of owner/operator ☐ Reactivate

Owner/Business Information	Name of Entity or Owner Responsible for Food Service <u>Peter W Zell</u>		AK Business License #	
	Business/Corporate Mailing Address <u>1150 N. Helen Lane</u>		City <u>Wasilla</u>	State <u>Alaska</u> Zip <u>99654</u>
	Business/Corporate Phone <u>907 332 1809</u>		Email <u>ZELLS@MTA ONLINE.NET</u>	
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party <u>Peter W Zell</u>		Fax	
	Type of Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other:			

Establishment Information	Establishment Name <u>bad Gramm 3r</u>		Physical Location <u>1150 N Helen Lane</u>		Nearest Community <u>Wasilla</u>	
	Establishment Mailing Address <u>1150 N Helen Lane</u>		City <u>Wasilla</u>	State <u>Alaska</u>	Zip <u>99654</u>	
	Establishment Phone <u>907 332 1809</u>		Fax <u>N/A</u>	Contact Person <u>Peter W Zell</u>		
	Establishment Physical Address <u>1150 N Helen Lane</u>		State <u>Alaska</u>	Zip <u>99654</u>		

SEATING: (Food Service Only) ☒ N/A ☐ 25 or less ☐ 26-100 ☐ > 101

TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

Retail Marijuana / No Refrigeration

## SECTION 2 - NEW OR EXTENSIVELY REMODELED FACILITIES

- a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Supplement is required to process your application. Have you attached the Plan Review Supplement? ☐ Yes ☐ No

## SECTION 3 - COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

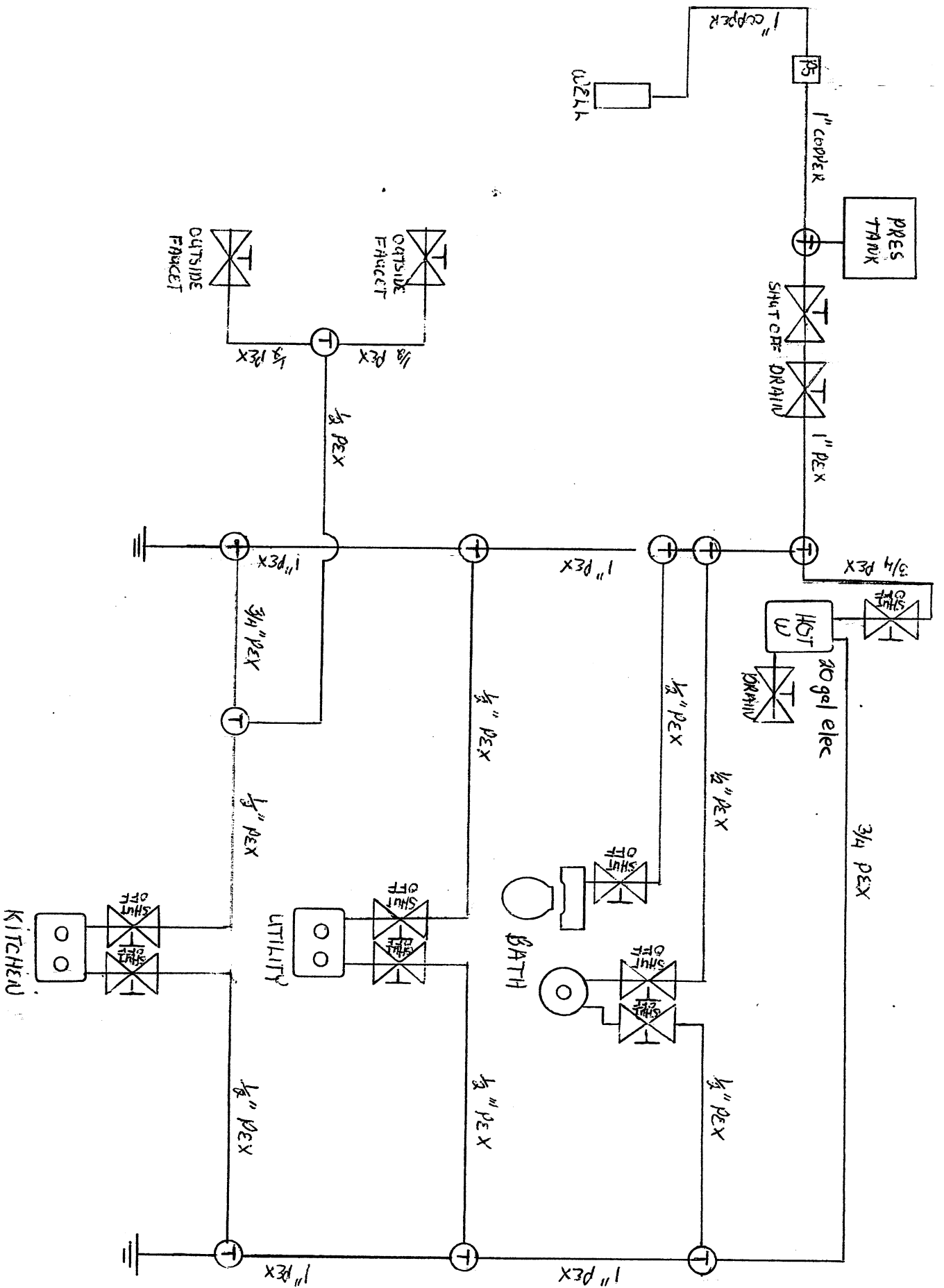
### FOOD SERVICE ESTABLISHMENTS

- a. A copy of your menu will be required. Have you attached a copy of the proposed menu? ☐ Yes ☐ No
- b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve:  
☐ Wild Mushrooms ☐ Unpasteurized juices ☐ Farmed halibut, salmon, or sablefish  
☐ Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.
- c. Methods of food preparation (check the one that most closely describes the establishment):  
☐ Assembly of Ready to Eat Foods ☐ Cook and Serve  
☐ Hot or cold Service for 2 hours or more is done  
☐ Complex (Preparation 1 day or more in advance, cooling and reheating is done).
- d. Style of Service: ☐ Counter Service ☐ Self Service (i.e. buffet line, salad bar) ☐ Table Service  
☐ Other:
- e. Do you plan to operate as a caterer? ☐ Yes ☐ No  
If yes, list all the equipment used to protect food from contamination and maintain product temperature during:  
Transportation: Hot or Cold Holding:

Permit ID(s)

Establishment Name(s)

f.	Will your food establishment be a <u>kiosk</u> or <u>mobile unit</u> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Are employee toilets available within 200 feet? <i>If you have an agreement with another business to use their restrooms, please attach written verification.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If you have a kiosk, is it located outside of a building?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Will you have a service provide water or remove wastewater? <i>If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Will another permitted food establishment ( <u>commissary</u> ) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>FOOD PROCESSORS</b>			
a.	A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Describe who you will be distributing your product to (i.e. grocery stores, etc):		
c.	Will you be doing any of the following processes? Check all that apply. <input type="checkbox"/> Reduced Oxygen Packaging <input type="checkbox"/> Smoking <input type="checkbox"/> Other: <input type="checkbox"/> Low Acid Canned Foods <input type="checkbox"/> Curing <input type="checkbox"/> Shelf Stable Acidified Foods <input type="checkbox"/> Dehydrating <i>Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.</i>		
d.	Do you have a <u>HACCP Plan</u> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	<i>Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.</i>		
e.	You are required to have a product coding system and a <u>recall plan</u> . Have you attached a copy of the coding system and recall procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>MOBILE RETAIL VENDOR SELLING SEAFOOD</b>			
a.	A list of products that you will be selling is required. Have you attached a copy of the list of products?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Provide names of suppliers where you will be purchasing your product:		
c.	Will <b>all</b> of your product be prepackaged?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Will another permitted food establishment ( <u>commissary</u> ) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>MACHINES VENDING POTENTIALLY HAZARDOUS FOODS</b>			
a.	Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card</b>			
a.	Have you attached a copy of a <u>Food Manager's Certification</u> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	<i>The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.</i>		
b.	Does everyone who works or will work at the food establishment have a Food Worker Card?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	<i>An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.</i>		
<b>I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.</b>			
Applicant's Signature		Date <u>10/19/16</u>	
Applicant's Printed Name <u>Peter W Zell</u>		Title <u>Owner</u>	

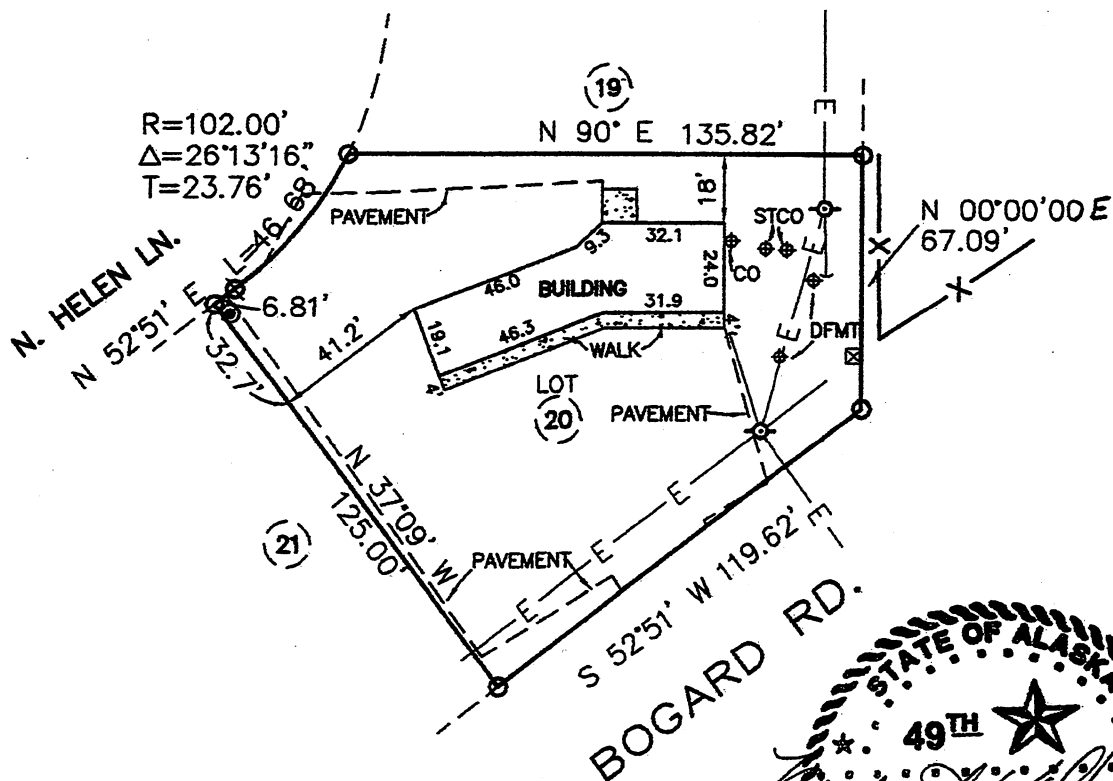




IT IS THE RESPONSIBILITY OF THE OWNER OR BUILDER, PRIOR TO CONSTRUCTION, TO VERIFY PROPOSED BUILDING GRADE RELATIVE TO FINISHED GRADE AND UTILITY CONNECTIONS AND TO DETERMINE THE EXISTENCE OF ANY EASEMENTS, COVENANTS, OR RESTRICTIONS WHICH DO NOT APPEAR ON THE RECORDED SUBDIVISION PLAT.

# **LEGEND**

- = FOUND 5/8" REBAR, W/ RED PLASTIC CAP "DECAMP 2071-S"
- ⊙ = POWER POLE
- ⊠ = CABLE TV BOX
- ← = GUY ANCHOR
- E- = POWER LINE
- X- = 5' CHAIN LINK FENCE
- ⊙ = WELL



**AS-BUILT**

**LOT SURVEY**



LOT 20  
 WILLIWAW SUBDIVISION  
 PALMER RECORDING DISTRICT, ALASKA

ADD UTILITIES 4/04  
 AS-BUILT 7/28/04

## **KEN DeCAMP - LAND SURVEYING**

P.O. BOX 875614, WASILLA, ALASKA 99687  
 PHONE: (907) 376-3206

PREPARED FOR:  
 BERKLEY TILTON

DRAWN BY: RKD, JR	DATE: JULY 2004	DWG. NO --	FIELD BOOK: 180
CHECKED BY: RKD	SCALE: 1"=50'	PLAT FILING NO.: W-72	SEC., TWP., & RG: SEC. 2, T17N, R1W



Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

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

### 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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	Form MT5-00
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### OFFICE USE ONLY

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Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

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

### 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:	Bad Gramm3r, LLC	License Number:	11121
License Type:	Retail Marijuana Store		
Doing Business As:	Bad Gramm3r, LLC		
Premises Address:	1150 N Helen Lane		
City:	Wasilla	State:	AK
		ZIP:	99654

### Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Peter Zell
Title:	Owner - Operator/CEO

### 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?

--



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.

P2

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

P2

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

P2

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.

P2

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.

P2

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.

P2

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).

P2

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

P2

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.

P2

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.

P2

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

P2

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.

P2





Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

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

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.

PW Zell  
Signature of licensee

Peter W Zell  
Printed name

Subscribed and sworn to before me this 19 day of October, 2016.



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

My commission expires: 03/18/2018



Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

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

### 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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	Operating Plan form M501: Retail Marijuana Store Exhibit A
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### OFFICE USE ONLY

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

# Form MJ-01: Marijuana Establishment Operating Plan

### What is this form?

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

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

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

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

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

## Section 1 – Establishment Information

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

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

Mailing Address:					
City:		State:		ZIP:	

Primary Contact:			
Main Phone:		Cell Phone:	
Email:			



**Alaska Marijuana Control Board**

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

**Section 2 – Security**

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

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

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

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

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





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

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

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



Bad Gramm3r Employee ID Card

Employee: Peter Z

Marijuana Handler Card #:

000000000

Retail Store License #: 11121

I do not have access to the Vault  
Room or Safe.



**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 maintaining 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:

Bad Gramm3r will have 2 signs visible to the general public from the public right of way that identify the store by its business name. The 2 signs will be fixed to the exterior of our licensed premises. 1 sign will be fixed on the licensed premise facing the public entrance side of our building's exterior (west end, driveway entrance) and the other sign will be fixed on the south side of the licensed premise, facing the customer parking area and Bogard Rd. The size of each sign will not exceed 4800 square inches and will clearly indicate our business by our business name, Bad Gramm3r. (306.360)

Bad Gramm3r advertisements for marijuana or marijuana product will not contain any statement illustration that 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; or includes an object or character, including a toy, 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. (306.360)

Continued on EXHIBIT E Supplemental Space Form

**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

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Promotes excessive consumption

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Represents that the use of marijuana has curative or therapeutic effects

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Depicts a person under the age of 21 consuming marijuana

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

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

☐ ☐

On or in a public transit vehicle or public transit shelter

☐ ☐

On or in a publicly owned or operated property

☐ ☐

Within 1000 feet of a substance abuse or treatment facility

☐ ☐

On a campus for post-secondary education

☐ ☐

Signage and Promotional Materials:

Agree Disagree

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

☐ ☐

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

☐ ☐

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

☐ ☐





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office  
550 W 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

### 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:

In an effort to maintain the security of the marijuana and marijuana products Bad Gramm3r will monitor and restrict access to the premises for all persons under the age of 21. All persons attempting to gain access to the premises will have to check in at the register adjacent to the public entrance. All persons must provide valid photo identification or valid passport with no exceptions. Bad Gramm3r staff will refuse entrance to any person who does not produce a form of valid photo identification showing the person is 21 years of age or older. Valid identification forms include: unexpired and unaltered passport; unexpired and unaltered state issue driver's license, instruction permit, or identification card of the US, District of Columbia, or a province of Canada; and identification card issued by a federal or state agency authorized to issue a driver's license or identification card. At no time will a person under the age of 21 be permitted to remain on the premises or purchase marijuana or other paraphernalia. If at any time Bad Gramm3r staff suspects that a sale is being made on behalf of an individual under the age of 21, the staff may refuse the transaction and ask the individual to vacate the premises. If necessary, local law enforcement and the MCB may be notified of the wrongdoing. Additionally, Bad Gramm3r will display signs that clearly indicate that no person under the age of 21 is allowed on the premises. These signs will be located in conspicuous locations at the public entrance and at the customer check-in register.


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

Peter Zell  
\_\_\_\_\_  
Printed name

Subscribed and sworn to before me this 19 day of October, 2016.



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

My commission expires: 03/18/2018





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

## Cover Sheet for Marijuana Establishment Applications

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

### 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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	Operating Plan Form m504 Exhibits B, C, D, E
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#### OFFICE USE ONLY

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

## Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

### EXHIBIT B

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

Bad Gramm3r will encourage all employees, licensees and agents to register to renew their Marijuana Handlers Permit within 90 days of their expiration date. If any employee, licensee or agent allows their Marijuana Handlers Permit to expire, they will have their access to the Bad Gramm3r facility removed. This may include the return of any keys or other forms of access that they have been provided. They will be provided a written notice that they are barred from entering the Bad Gramm3r facility restricted access areas until they can provide proof that they have renewed their Marijuana Handlers Permit. They will be asked to sign and date the written notice and this will be kept on file in the high security room. If they attempt to gain access to the Bad Gramm3r facilities restricted access areas they will be asked to leave the premises. If they fail to comply with the request, local authorities and AMCO will be notified. Once proof of the renewal of the Marijuana Handlers Permit has been provided they may again be provided written notice that they have been granted access to the Bad Gramm3r facilities restricted access areas to resume employment.

Before work starts for each employee they will receive a written job description that will designate: the employee's duties, authority, responsibilities, and required qualifications; a list of immediate supervisors or other positions with supervisory authority; an outline of the company's disciplinary action plan; information about the company's periodic employee performance evaluations; a list of the company's required trainings, including the written Emergency Action Plan and the Fire Prevention Plan; before an employee begins work, the employee will be trained by his or her immediate supervisor or by a designated training employee in: all security measures for the prevention of theft of products; all security measures for the prevention of loss of diversion or products; procedures and responses to emergency situations, including robberies; the Emergency Action Plan; the Fire Prevention Plan; Alaska statutory and regulatory laws related to the marijuana industry, including AS 17.37, AS 17.38, 3 AAC 306 and the penalty for an unlawful act by a licensee, and employee, or an agent of a marijuana establishment; different strains of marijuana; the different methods of using marijuana smoking, edible, tinctures, and topical; the effects of consumption of marijuana and marijuana products; identifying persons impaired by the use of marijuana and methods to prevent unlawful marijuana consumption; waste disposal policies; and food safety requirements. (306.700)

New employees will be partnered with experienced professionals and will continue to have frequent interaction with supervisors regarding questions and feedback before they are permitted to proceed to work unattended. This training is also mandatory for supervisors (306.425/306.530/306.700)



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

### CONTINUED ON EXHIBIT C

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:

Management of any solid or liquid marijuana waste. All Bad Gramm3r employees, agents, licensees will be trained to identify all marijuana plant waste materials and marijuana product waste: Roots, Stalks, Leaves, Stems, damaged marijuana products, returned marijuana products, expired marijuana products, leftover residue and material from prepackaging waste that takes place at the Bad Gramm3r facility (Example: converting 1 ounce of flower to pre-rolled and packed marijuana cigarettes). All Bad Gramm3r employees, agents and licensees will be trained and required to not accept any marijuana containing products from customers wanting to return their product. In the event that a customer vacates the Bad Gramm3r facility and leaves the marijuana product behind, that product will be recorded and logged as marijuana to be rendered unusable and AMCO will be notified in the marijuana tracking system. After 3 days, if the customer has not returned to retrieve the marijuana product they left behind, it will be rendered unusable and disposed of.

Disposal of any solid or liquid marijuana waste. Bad Gramm3r will use the Matanuska Susitna Borough Central Landfill to dispose of its marijuana waste that has been rendered unusable. A record of the final destination and the delivery date of marijuana rendered unusable will be kept. These records will be filed in the high security room and maintained for a minimum of 3 years. 306.740



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

### EXHIBIT D

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

#### Transporting Packaging Requirements

Bad Gramm3r will prepare marijuana or marijuana product for transportation by: placing marijuana or marijuana product packaged in accordance with our packaging policy within a sealed, tamper-evident shipping container; attaching a label in compliance with the State of Alaska's labeling policy; and generating a transport manifest from the marijuana inventory tracking system, METRC, and the POS system MJ Freeway. The transport manifest must remain with the marijuana or marijuana product at all times while being transported, and a copy must be given to the licensed retail marijuana establishment that receives the shipment.

(306.750) Bad Gramm3r will only sell marijuana or marijuana product to a licensed retail marijuana store in a; package not exceeding one ounce; or wholesale package not exceeding five pounds for re-packaging by the retail marijuana store. (306.470)

All marijuana sold or transported wholesale to another retail marijuana establishment shall have a label affixed to the shipping container showing that a licensed marijuana testing facility has tested each harvest batch in the shipment as provided in 3 AAC 306.645. The label must include the licensed marijuana testing laboratory's test results, including at a minimum the following information: marijuana's cannabinoid profile expressed as a range of percentages that extends from the lowest percentage to highest percentage of concentration for each cannabinoid listed from every test conducted on that strain of marijuana within the last three months; listing of the results of microbial testing required by 3 AAC 306.645(b)(2); statement listing the results of residual solvent testing required by 3 AAC 306.645(b)(3) and if applicable a statement listing any of the following contaminants for which the product was tested: molds, mildew and filth, in addition to the testing required by 3 AAC 306.645(b)(2); herbicides, pesticides, and fungicides; and harmful or toxic chemicals



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

### EXHIBIT E

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

Bad Gramm3r will not place an advertisement for marijuana or a marijuana product: within one thousand feet of the perimeter of any child-centered facility, including 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; or 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. (306.360)

Bad Grammar will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products. (306.360). All advertising for marijuana or any marijuana product must contain the following warnings: "marijuana has intoxicating effects and may be habit forming and addictive", "marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence", "there are health risks associated with consumptions of marijuana", "for use only by adults 21 and older. Keep out of reach of children;" and "marijuana should not be used by women who are pregnant or breast feeding." All signs shall comply with state regulation and Matanuska Susitna Borough Regulation and no temporary signs shall be used.



Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

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

### 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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	Operating Plan Supplemental Form MS-03: Retail Marijuana Store
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### OFFICE USE ONLY

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

# Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

### What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store 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 3** 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 306.315(2).

### What additional information is required for retail stores?

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

- Prohibitions
- On-site consumption
- Displays and sales
- Exit packaging and labeling
- Security

**This form must be submitted to AMCO's main office before any retail marijuana store 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-03: Retail Marijuana Store**

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

Section 2 – Prohibitions

Applicants should review 3 AAC 306.310 and be able to answer “Agree” to all items below.

The retail marijuana store will not:

Agree Disagree

Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355

☐☐

Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet

☐☐

Offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample

☐☐

Offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation

☐☐

Allow a person to consume marijuana or a marijuana product on the licensed premises, except as provided in 3 AAC 306.305(a)(4)

☐☐

Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:



**Alaska Marijuana Control Board**  
**Operating Plan Supplemental**  
**Form MJ-03: Retail Marijuana Store**

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

**Section 3 – On-site Consumption**

Yes No

Do you plan to request approval of the board with your initial application to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

☐☐

If “Yes”, describe how you ensure that only marijuana or marijuana products that were purchased at your proposed premises are being consumed, per 3 AAC 306.305(a)(4):

**Section 4 – Displays and Sales**

Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:



## Alaska Marijuana Control Board


# Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

### Section 5 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345, and identify how the proposed establishment will meet the listed requirements.

Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

Provide a sample label that the retail marijuana store will use to meet the labeling requirements under 3 AAC 306.645(b):

Front of Commercial Package	Back of Commercial Package
<div><b><i>Bad Gramm3r</i></b></div> <div>KEEP OUT OF REACH OF CHILDREN</div> <div>Potency Analysis THCA: 00 THC: 20% CBD: .25 Total: 18% Testing Facility: Alaska Test Harvest Date: 12/12/17 KEEP OUT OF REACH OF CHILDREN</div> <div>Net Weight: 1000mg 0.0353oz</div>	<div>Cultivator: Green Stuff Industries License #: 12345 Harvest Batch #: 20160619001 Strain: Sleepy Time Pesticides: None Fungicides: None Herbicides: None Tracking Code: 20160619001  1234 56789 12345 6789</div> <div><b><i>Bad Gramm3r</i></b> License #: 10307      Total Estimated THC: 10mg</div> <div>Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgement. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</div>



Alaska Marijuana Control Board  
Operating Plan Supplemental  
Form MJ-03: Retail Marijuana Store

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

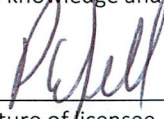
**Section 6 – Security**

**Identification Requirement to Prevent Sale to Person Under 21 (3 AAC 306.350):**

Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, per 3 AAC 306.350(a):

Bad Gramm3r will not offer, nor sell, give, distribute, or deliver marijuana or marijuana product to any consumers who are: not physically on the licensed premise; under the influence of alcohol beverage, inhalant, or controlled substance; not at least 21 years of age at the time of purchase as evidenced by the examination of their valid identification. Before being allowed access to the sales area, all customers will be checked by an authorized employee located at the main public entrance to ensure that they have valid identification proving they are of age 21 or older. All Bad Gramm3r staff will receive training on how to spot valid forms of identification. Valid Identification Policy: all who attempt entry to the Bad Gramm3r facility will be required to show a valid form of identification to an employee before being allowed to enter. A valid form of identification includes: an unexpired, unaltered passport; an unexpired, unaltered drivers license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada; or an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. (306.350) Any person without valid identification or under the age of 21 will be required by staff to vacate the premise immediately. Failure to do so will result in the immediate notification of local law enforcement.

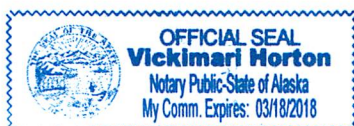
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

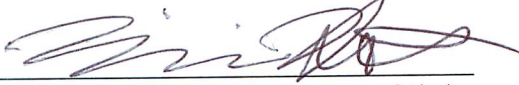
  
\_\_\_\_\_  
Signature of licensee

Peter Zell

Printed name

Subscribed and sworn to before me this 19 day of October, 2016.



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

My commission expires: 03/18/2018



**Alaska Marijuana Control Board**  
**Operating Plan Supplemental**  
**Form MJ-03: Retail Marijuana Store**

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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

(Additional Space as Needed):





Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

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

### 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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	form mT507: Public Notice Posting
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#### OFFICE USE ONLY

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

## Form MJ-07: Public Notice Posting Affidavit

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

### 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 completed and 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:	Bad Gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	Bad Gramm3r				
Premises Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	ZIP:	99654

### 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: 9/29/16 End Date: 10/09/16

Other conspicuous location: UPS Store. 2521 Mountain Village Drive, B. Wasilla, AK 99654

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

Peter Zell

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 03/18/2018

Subscribed and sworn to before me this 19 day of October, 20 16.





Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

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

### 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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	Form MTJ 08: Local Government Notice
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### OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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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 to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and 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:	Bad Gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	Bad Gramm3r, LLC				
Premises Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	ZIP:	99654

### 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 official and community council (if applicable):

Local Government: Matanuska Susitna Borough Name of Official: Vern Halter  
Title of Official: Mayor Date Submitted: 09/29/16  
Community Council: NA Date Submitted: \_\_\_\_\_  
(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

Peter Zell

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 03/18/18

Subscribed and sworn to before me this 19 day of October, 2016.



Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

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

### 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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	MS 09: Statement Financial Interest
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### OFFICE USE ONLY

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

## Form MJ-09: Statement of Financial Interest

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

### 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:	Bad Gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	Bad Gramm3r, LLC				
Premises Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	ZIP:	99654

### Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Peter Zell				
Title:	Owner - Operator/CEO				
SSN:	[REDACTED]				



Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

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

### 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

Printed name

Subscribed and sworn to before me this 19 day of October, 2018.



Notary Public in and for the State of Alaska.

My commission expires: 03/18/2018

# Alcohol & Marijuana Control Office

**License Number:** 11121

**License Status:** New

**License Type:** Retail Marijuana Store

**Doing Business As:** BAD GRAMM3R, LLC

**Business License Number:** 1042680

**Designated Licensee:** Peter Zell

**Email Address:** zells@mtaonline.net

**Local Government:** Matanuska-Susitna Borough

**Community Council:** None

**Latitude, Longitude:** 61.589850, -149.402534

**Physical Address:** 1150 N Helen Lane  
Wasilla, AK 99654-6519  
UNITED STATES

## Licensee #1

**Licensee Type:** Entity

**Alaska Entity Number:** 10034946

**Alaska Entity Name:** bad gramm3r, LLC

**Phone Number:** 907-232-1809

**Email Address:** zells@mtaonline.net

**Mailing Address:** 1150 N Helen Lane  
Wasilla, AK 99654-6519  
UNITED STATES

## Affiliate #1

**Licensee Type:** Individual

**Name:** Peter Zell

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 907-232-1809

**Email Address:** zells@mtaonline.net

**Mailing Address:** 5850 E Alder Circle  
Wasilla, AK 99654  
UNITED STATES



Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

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

### 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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	Proof of possession of proposed premises
-----------------	--

#### OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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## COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 20th day of February, 2016

BETWEEN:

4208 Land Trust of 5850 E Alder Circle, Wasilla, Alaska, 99654

Telephone: (907) 376-3830 Fax: \_\_\_\_\_

(the "Landlord")

OF THE FIRST PART

- AND -

Bad Gramm3r LLC of 1150 N Hellen Lane, Wasilla, Alaska, 99654

(the "Tenant")

OF THE SECOND PART

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

### Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at N/A, 1150 N Helen Lane, Wasilla, AK, 99654, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the



Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the building at N/A, 1150 N Helen Lane, Wasilla, AK, 99654.
- f. "Rent" means the total of Base Rent and Additional Rent.

**Intent of Lease**

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

**Leased Premises**

- 3. The Landlord agrees to rent to the Tenant the building municipally described as N/A, 1150 N Helen Lane, Wasilla, AK, 99654, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):



Retail Store.

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

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

**Term**

5. The term of the Lease is a periodic tenancy commencing at 12:00 noon on February 20, 2016 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.

**Rent**

6. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1,620.00, payable per month, for the Premises (the "Base Rent"). In addition to the Base Rent, the Tenant will pay the following taxes to the appropriate government agencies: 5% sales tax.
7. The Tenant will pay the Base Rent on or before the Twentieth of each and every month of the term of this Lease to the Landlord.
8. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

**Use and Occupation**

9. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Bad Gramm 3r and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
10. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and

regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

### **Quiet Enjoyment**

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

### **Distress**

12. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.
13. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

### **Tenant Improvements**

14. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

**Utilities and Other Costs**

- 15. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: sewer.
- 16. The Tenant is responsible for paying to the Landlord the following utilities and other charges: electricity, natural gas, telephone and Internet.

**Insurance**

- 17. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

**Abandonment**

- 18. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises

by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

**Governing Law**

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

**Severability**

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

**Assignment and Subletting**

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

**Bulk Sale**

22. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.
23. The Tenant will professionally steam clean any carpets on a yearly basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

**Care and Use of Premises**

24. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
25. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
26. The Tenant will not engage in any illegal trade or activity on or about the Premises.
27. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

**Surrender of Premises**

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

**Hazardous Materials**

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

**Rules and Regulations**

30. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

**General Provisions**

31. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
32. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

33. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
34. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand  
on this 20th day of February, 2016.

4208 Land Trust (Landlord)

P. Zell / Peter W Zell  
(Witness)

Per: Owner 2/20/16

Bad Gramm3r LLC (Tenant)

P. Zell / Peter W Zell  
(Witness)

Per: Owner 2/20/16



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

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:	bad gramm3r, LLC	License Number:	11121		
License Type:	Retail Marijuana Store				
Doing Business As:	BAD GRAMM3R, LLC				
Physical Address:	1150 N Helen Lane				
City:	Wasilla	State:	AK	Zip Code:	99654 - 6519
Designated Licensee:	Peter Zell				
Email Address:	zells@mtaonline.net				

### Section 2 – Attached Items

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

Attached Items:	Publishers Affidavit - Frontiersman
-----------------	-------------------------------------

#### OFFICE USE ONLY

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

*Growing with the Valley since 1947.*

5751 East Mayflower Court  
Wasilla, AK 99654

(907) 352-2264 Phone  
(907) 352-2277 Fax

## AFFIDAVIT OF PUBLICATION

UNITED STATES OF AMERICA, STATE OF ALASKA, THIRD DIVISION  
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, THIS DAY  
PERSONALLY APPEARED BEFORE **Jackie Downs** WHO,  
BEING FIRST DULY SWORN, ACCORDING TO LAW, SAYS THAT SHE IS THE  
LEGAL AD CLERK OF THE **FRONTIERSMAN** PUBLISHED AT  
WASILLA, IN SAID DIVISION THREE AND STATE OF ALASKA AND  
THAT THE ADVERTISEMENT, OF WHICH THE ANNEXED IS A TRUE  
COPY, **WAS PUBLISHED AND APPEARED ONLINE** ([www.frontiersman.com](http://www.frontiersman.com))  
ON THE FOLLOWING DAYS:  
**OCTOBER 7, 14, 21, 2016**  
AND THAT THE RATE CHARGED THEREIN IS NOT IN EXCESS OF  
THE RATE CHARGED PRIVATE INDIVIDUALS.

Jackie Downs  
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 20<sup>TH</sup> DAY OF OCTOBER, 2016

Nancy E Downs  
NOTARY PUBLIC FOR STATE OF ALASKA

Marijuana License  
FR#6073

NANCY E DOWNS  
Notary Public, State of Alaska  
My Commission Expires  
August 25, 2019



bad gramm3r, LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license #11121, doing business as **BAD GRAMM3R, LLC** located at 1150 Helen Lane, Wasilla, AK 99654-6519, UNITED STATES

Interested persons should submit written comment or objections 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) no later than 30 days after this notice of application.

FR#6073

Publish: September 30, October 7, 14, 2016

**From:** Marijuana Licensing (CED sponsored)  
**To:** ["zells"](#)  
**Cc:** [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** Marijuana License Application #11121 Bad Gramm3r \*Incomplete letter\*  
**Date:** Monday, January 09, 2017 11:06:00 AM  
**Attachments:** [11121 Incomplete Application Letter.pdf](#)

---

Hello Peter,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. Please read the attached letter regarding items that need to be corrected and/or resubmitted. Please be aware that we may request additional documentation from you after the meeting today with our attorney, but I wanted to go ahead and let you get started on these corrections.

Please note that the agenda close date is January 13<sup>th</sup>.

*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 |



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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

January 9, 2017

Bad Gramm3r, LLC  
DBA: Bad Gramm3r, LLC

Via email: [zells@mtaonline.net](mailto:zells@mtaonline.net)

Re: Retail Marijuana Store License Application #11121

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-01 Operating Plan, Page 16, box 1
  - Will all of your signs be placed in the retail store's window or attached to the outside of the licensed premises in compliance with 3 AAC 306.360(a)? If so, please amend this answer to clearly indicate that.
- MJ-02 Premises Diagram
  - Please clearly delineate the outer boundaries of the proposed licensed premises by outlining in another color – clearly indicate the boundaries of the premises and the proposed licensed area within that property
    - When an AMCO investigator is looking at your diagram, it should be very clear what areas will be the "licensed premises" as defined in 3 AAC 306.990(23) and what areas will not
  - Clearly label any marijuana storage areas on your diagram
- Entity Documents
  - Per 3 AAC 306.020(b)(3)(B) the Limited Liability Company agreement is a required document – also called an LLC Operating Agreement

Please be aware that we may request additional documentation once we hear back from our attorney on a question that we have regarding the ownership of your application. In the meantime, we wanted to give you a chance to work on these corrections.

Please note per 3 AAC 306.025(f) you must make these corrections and submit these items to complete your application not later than 90 days after the date of this notice. If you fail to complete your application during the 90 day period after this notice, you will be required to file a new application and pay a new application filing fee to obtain a marijuana establishment license.

Sincerely,

AMCO Staff

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



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

January 16, 2017

Bad Gramm3r, LLC  
DBA: Bad Gramm3r, LLC  
VIA email: [zells@mtaonline.net](mailto:zells@mtaonline.net)

Re: Application Status for License #11121

Dear Applicant:

AMCO has received your application for a Retail Marijuana Store. Our staff has reviewed your application after receiving your application and required fees. Your application documents appear to be in order, and it has been determined that your application is complete for purposes of 3 AAC 306.025(d).

Your application will now 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 has 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. We must also wait for the criminal history check for each individual licensee based on your fingerprint card(s). 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 February 2, 2017 board meeting for Marijuana Control Board consideration. **Your appearance at the meeting, either in-person or telephonic, is mandatory.** The address and call-in number for the meeting will be posted on our home page. 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 that reads "Sara Chambers".

Sara Chambers, Interim Director  
907-269-0350





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

January 16, 2017

**Department of Environmental Conservation**

**Attn: Permitting Division**

Via email: [DEC.FSSPermit@alaska.gov](mailto:DEC.FSSPermit@alaska.gov)

**State Fire Marshal**

**Attn: Jessica Faulkner**

**Diana Parks**

**Michelle Wagner**

Via email: [jessica.faulkner@alaska.gov](mailto:jessica.faulkner@alaska.gov)

[diana.parks@alaska.gov](mailto:diana.parks@alaska.gov)

[michelle.wagner@matsugov.us](mailto:michelle.wagner@matsugov.us)

License Number:	11121
License Type:	Retail Marijuana Store
Licensee:	bad gramm3r, LLC
Doing Business As:	BAD GRAMM3R, LLC
Physical Address:	1150 N Helen Lane Wasilla, AK 99654 - 6519
Designated Licensee:	Peter Zell
Phone Number:	907-232-1809
Email Address:	zells@mtaonline.net

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

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

REVIEWER: \_\_\_\_\_ ☐ DEC ☐ Fire Marshal

DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_

☐ Compliant ☐ Non-compliant

COMMENTS: \_\_\_\_\_

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

Sincerely,

Sara Chambers, Interim Director

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

**From:** Marijuana Licensing (CED sponsored)  
**To:** ["zells"](#)  
**Cc:** [Marijuana Licensing \(CED sponsored\)](#)  
**Subject:** Marijuana License Application #11121 Bad Gramm3r, LLC \*Complete\*  
**Date:** Monday, January 16, 2017 12:08:00 PM  
**Attachments:** [11121 Applicant Notice.pdf](#)

---

Hello,

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

*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 |



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**From:** Marijuana Licensing (CED sponsored)  
**To:** [decfsspermit \(DEC sponsored\): "jessica.faulkner@alaska.gov"; Parks, Diana C \(DPS\); "michelle.wagner@matsugov.us"](#)  
**Subject:** DEC & Fire Notification of Complete Marijuana License Application #11121 Bad Gramm3r  
**Date:** Monday, January 16, 2017 12:01:00 PM  
**Attachments:** [11121 DEC & Fire Notice.pdf](#)  
[11121 Food Safety Permit Application.pdf](#)  
[11121 MJ-01 Operating Plan.pdf](#)  
[11121 MJ-02 Premises Diagram.pdf](#)  
[11121 MJ-03 Retail Supplemental.pdf](#)  
[11121 Online Application\\_Redacted.pdf](#)

---

Hello,

Please find the attached notice for a new marijuana license application in the Matanuska-Susitna Borough.

*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 |



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**From:** AMCO Local Government Only (CED sponsored)  
**To:** "alex.strawn@matsugov.us"; "Mark Whisenhunt"  
**Cc:** "permitcenter@matsugov.us"  
**Subject:** Local Governing Body Notification of Complete Marijuana License Application #11121 Bad Gramm3r  
**Date:** Monday, January 16, 2017 11:51:00 AM  
**Attachments:** [11121 MSB Local Government Notice.pdf](#)

---

Dear local government officials,

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

**\*This application is scheduled for the February 2, 2017 MCB meeting\***

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=GvUTVMNQMb2ySvp&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: GvUTVMNQMb2ySvp  
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 |



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THE STATE  
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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

January 16, 2017

Matanuska-Susitna Borough

Attn: Alex Strawn

Mark Whisenhunt

Cc: Permit Center

VIA Email: [alex.strawn@matsugov.us](mailto:alex.strawn@matsugov.us)  
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License Number:	11121
License Type:	Retail Marijuana Store
Licensee:	bad gramm3r, LLC
Doing Business As:	BAD GRAMM3R, LLC
Physical Address:	1150 N Helen Lane Wasilla, AK 99654 - 6519
Designated Licensee:	Peter Zell
Phone Number:	907-232-1809
Email Address:	zells@mtaonline.net

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

AMCO has 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).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish 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, and provide AMCO proof of service of the protest 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, or when a local government protests an application on the grounds that the 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.

This application will be in front of the Marijuana Control Board at our February, 2017 meeting.

Sincerely,

Sara Chambers, Interim Director [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)