Department of Commerce, Community, and Economic Development

# Division of Corporations, Business and Professional Licensing

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Search & Database Download > Corp. > Corporation Details

## Name(s)

| Type | Name |
|---|---|
| Legal Name | AK Kush, LLC |

## Entity Details

**Entity Type:** Limited Liability Company
**Entity #:** 10035686
**Status:** Good Standing
**AK Formed Date:** 2/11/2016
**Duration/Expiration:** Perpetual
**Home State:** ALASKA
**Next Biennial Report Due:** 1/2/2018
**Entity Mailing Address:** 3840 PATRICIA LANE, ANCHORAGE, AK 99504
**Entity Physical Address:** 1055 N. HELEN LANE, WASILLA, AK 99654

## Registered Agent

**Agent Name:** Jana Weltzin
**Registered Mailing Address:** 3003 MINNESOTA DR #201, ANCHORAGE, AK 99503
**Registered Physical Address:** 3003 MINNESOTA DR #201, ANCHORAGE, AK 99503

## Officials

Show Former

| AK Entity # | Name | Titles | Owned |
|---|---|---|---|
| | ALVIN PETERSON | Member | 34 |
| | Lloyd Stanfield | Member, Manager | 51 |
| | PRESTON ROBERTS | Member | 15 |

## Filed Documents

| Date Filed | Type | Filing | Certificate |
|---|---|---|---|
| 2/11/2016 | Creation Filing | Click to View | Click to View |
| 2/11/2016 | Initial Report | Click to View | |
| 4/04/2016 | Agent Change | Click to View | |
| 1/04/2017 | Change of Officials | Click to View | |

**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
# OF
# AK Kush, LLC
# an Alaska limited liability company

THIS OPERATING AGREEMENT (this "Agreement") is entered into to be effective as of May 4, 2017 (the "Effective Date"), by and among each of the persons listed on **Exhibit A** and executing this Agreement, or a counterpart thereof, as Members of AK Kush, LLC, an Alaska limited liability company (the "Company'').

## Section I
## Formation; Name and Office; Purpose

1.1. *Formation.* Pursuant to the Alaska Revised Limited Liability Company Act, A.S. Sections 10.50.010 through 10.50.995 (the "Act"), the parties have formed an Alaska limited liability company effective upon the filing of the Articles of Organization of this Company (the "Articles") with the State of Alaska Department of Commerce, Community, and Economic Development. The parties have executed this Agreement to serve as the "Operating Agreement" of the Company, as that term is defined in A.S. section 10.50.095, and, subject to any applicable restrictions set forth in the Act, the business and affairs of the Company, and the relationships of the parties to one another, shall be operated in accordance with and governed by the terms and conditions set forth in this Agreement. By executing this Agreement, the Members certify that those executing this Agreement constitute all of the Members of the Company at the time of its formation. The parties agree to execute all amendments of the Articles, and do all filing, publication, and other acts as may be appropriate from time to time hereafter to comply with the requirements of the Act.

1.2. *Name and Known Place of Business.* The Company shall be conducted under the name of AK Kush, LLC, and the known place of business of the Company shall be at 1055 N. HELEN LANE, WASILLA, AK 99654 , or such other place as the Members may from time to time determine.

1.3. *Purpose.* The purpose and business of this Company shall be to operate a state licensed cultivation establishment for cannabis and related crops and goods, and any other lawful purpose as may be determined by the Members. The Company shall have the power to do any and all acts and things necessary, appropriate, or incidental in furtherance of such purpose.

1.4. *Treatment as a Partnership.* It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a partnership for federal income tax purposes, but that the Company shall not be operated or treated as a



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## EXHIBIT A

## Members, Capital Contributions, and Interest

| Member | Initial Capital Contribution | Current Capital Account | Percentage Interest |
|---|---|---|---|
| Lloyd Stanfield | _____ | $ _____ | 51.00% |
| Alvin Peterson | _____ | | 34.00% |
| Preston Roberts | _____ | | 15.00% |
| **TOTAL** | | **$** | **100.00%** |



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***MEMBERS:***

Lloyd Stanfield

Alvin Peterson

Preston Roberts



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# REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated ~~July~~ May 1 2017, by and between Lloyd Stanfield ("Landlord"), and AK Kush, LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to AK Kush, LLC (the "Premises") located at 1055 N Helen Lane Units 3 & 4 Wasilla, AK 99654

TERM. The lease term will begin on 5/1, 2017 and will terminate on 5/1/, 2022.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of Two Thousand Dollars ($2,000.00). Payable in advance on the first day of each month. Landlord grants Tenant the option to renew this lease on an annual basis. Lease payments shall be made to the Landlord at 3840 Patricia Lane Anchorage, AK 99504 which address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for commercial Cultivation of marijuana and all legal endeavors. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. Tenant shall remain in compliance with the

Marijuana Control Board regulations. Landlord shall not take control of the premise or marijuana product in the event Tenant abandons the property, Landlord agrees to immediately contact AMCO and local law enforcement and obtain guidance on how to handle any marijuana or marijuana product left in the premises.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Lloyd Stanfield
3840 Patricia Lane
Anchorage, AK 99504

TENANT:

AK Kush, LLC
Lloyd Stanfield
1055 N Helen Lane
Units 3 & 4
Wasilla, AK 99654

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alaska.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

Lloyd Stanfield

TENANT:

AK Kush, LLC

AK Kush, LLC
Lloyd Stanfield – Member, Manager