Renewal Application

License Number: 10306
License Status: Active
License Type: Retail Marijuana Store
Doing Business As: DANKORAGE, LLC
Business License Number: 1036765
Designated Licensee: Lily Bosshart
Email Address: lbosshart@dankorage.com
Local Government: Anchorage (Municipality of)
Community Council: Spenard
Latitude, Longitude: 61.194096, -149.905926
Physical Address: 2812 Spenard Road
Anchorage, AK 99503
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10035004
Alaska Entity Name: Dankorage, LLC
Phone Number: 512-779-6019
Email Address: lbosshart@dankorage.com
Mailing Address: PO BOX 91514
Anchorage, AK 99509-1514
UNITED STATES

Entity Official #1

Type: Individual
Name: Craig Aglietti
[redacted]
Phone Number: 907-441-0378
Email Address: cmaglietti@dankorage.com
Mailing Address: 8310 Dagan St
Anchorage, AK 99502
UNITED STATES

Entity Official #2

Type: Individual
Name: Lily Bosshart
[redacted]
Phone Number: 512-779-6019
Email Address: lilybosshart@gmail.com
Mailing Address: 4621 E. 115th ave
Anchorage, AK 99516
UNITED STATES

Entity Official #3

Type: Entity
Alaska Entity Number: 10034988
Alaska Entity Name: Alaska Retail Operations, LLC
Phone Number: 512-779-6019
Email Address: lilybosshart@gmail.com
Mailing Address: PO BOX 91514
Anchorage, AK 99509-1514
UNITED STATES

Note: *No affiliates entered for this license.*

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

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal 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. 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 licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Dankorage LLC	**License Number:**	10306		
License Type:	Retail Marijuana				
Doing Business As:	Dankorage				
Premises Address:	2812 Spenard Rd.				
City:	Anchorage	**State:**	AK	**ZIP:**	99503

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Craig Aglietti
Title:	Owner

Section 3 – Changes to Licensed Marijuana Establishment

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

I certify that **no changes have been made**, except for those that have been previously reported or requested on a form prescribed by the Board, to this licensed establishment's business name, ownership, licensed premises diagram, or operating plan, and (for marijuana product manufacturers) that I do not wish to request Board approval for production of any new proposed marijuana products. [ ]

I certify that **a change has been or will be made** to one or more of the items listed above for this establishment, and I understand that an additional form(s) and fee(s) must be submitted to AMCO before any renewal application for this license can be considered complete. [CA]

If you have selected the second certification, please list any and all of the five types of changes that need to be reported/requested:

Ownership structure. Form MJ-17a has been submitted.

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

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of any applicable statements: Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years. CA

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years. CA

Sign your initials to the following statement only if you are unable to certify one or both of the above statements: Initials

I have attached a written explanation for why I cannot certify one or both of the above statements, which includes the type of offense, as required under 3 AAC 306.035(b)(4).

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

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

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state. CA

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board. CA

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued. CA

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Signature of licensee

Craig Aglietti
Printed name of licensee

DARIEN LOPEZ
My Commission Expires
NOTARY PUBLIC
Jan 18, 2018
STATE OF ALASKA

Darien Lopez
Notary Public in and for the State of Alaska

My commission expires: 01-18-18

Subscribed and sworn to before me this 19th day of June, 2017.

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

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal 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. 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 licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Dankorage, LLC	**License Number:**	10306		
License Type:	Retail Marijuana				
Doing Business As:	Dankorage				
Premises Address:	2812 Spenard Rd				
City:	Anchorage	**State:**	AK	**ZIP:**	99503

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Lily Bosshart
Title:	Owner

Section 3 – Changes to Licensed Marijuana Establishment

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

I certify that **no changes have been made**, except for those that have been previously reported or requested on a form prescribed by the Board, to this licensed establishment's business name, ownership, licensed premises diagram, or operating plan, and (for marijuana product manufacturers) that I do not wish to request Board approval for production of any new proposed marijuana products. [ ]

I certify that **a change has been or will be made** to one or more of the items listed above for this establishment, and I understand that an additional form(s) and fee(s) must be submitted to AMCO before any renewal application for this license can be considered complete. [LKB]

If you have selected the second certification, please list any and all of the five types of changes that need to be reported/requested:

Ownership structure. Form MJ-17a has been submitted

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

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of any applicable statements: Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years. LB

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years. LB

Sign your initials to the following statement only if you are unable to certify one or both of the above statements: Initials

I have attached a written explanation for why I cannot certify one or both of the above statements, which includes the type of offense, as required under 3 AAC 306.035(b)(4).

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

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

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state. LB

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board. LB

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued. LB

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Signature of licensee

Lily Bosshart
Printed name of licensee

DARIEN LOPEZ
My Commission Expires
NOTARY PUBLIC
Jan 18, 2018
STATE OF ALASKA

Darien Lopez
Notary Public in and for the State of Alaska

My commission expires: 01-18-18

Subscribed and sworn to before me this 19th day of June, 2017

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	Dankorage, LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10035004
Status: Good Standing
AK Formed Date: 1/18/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: 4621 E. 115TH AVE, ANCHORAGE, AK 99516
Entity Physical Address: 4621 E. 115TH AVE, ANCHORAGE, AK 99516

REGISTERED AGENT

Agent Name: Lily Bosshart
Registered Mailing Address: 4621 E. 115TH AVE, ANCHORAGE, AK 99516
Registered Physical Address: 4621 E. 115TH AVE, ANCHORAGE, AK 99516

OFFICIALS

☐Show Former

AK Entity #	Name	Titles	Owned
	CRAIG AGLIETTI	Member	50
	Lily Bosshart	Member	50

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
1/18/2016	Creation Filing	Click to View	Click to View
1/25/2016	Initial Report	Click to View	
7/27/2016	Change of Officials	Click to View	
10/24/2016	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

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Alaska Entity #10035004

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

Certificate of Organization

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

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

Dankorage, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 18, 2016**.

Chris Hladick
Commissioner

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5503753

AK Entity #: 10035004
Date Filed: 10/24/2016
State of Alaska, DCCED

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

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✓ 25 VN

Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *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, *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: Dankorage, LLC

Alaska Entity Number: 10035004

K1683748

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Juneau
OCT 24 2016
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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)
Alaska Retail Operations

b. Updating or New Official's Name:
Lily Bosshart

Mailing Address:
4621 E. 115th Ave
Anchorage, AK
99516

Check all that apply: ☒ Member % 50

☐ 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:
Craig Aglietti

Mailing Address:
8310 Dagan St.
Anchorage, AK
99502

Check all that apply: ☒ Member % 50

☐ 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: Lily Bosshart Date: 10-21-16

Printed Name: Lily Bosshart

Title of Authorized Signer: ☒ Member ☐ Manager ☐ Attorney-in-fact

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LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR

Dankorage, LLC

A Co -*Managed Limited Liability Company*

ARTICLE I
Company Formation

1.1 **FORMATION**. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME**. The name of the Company shall be: Dankorage, LLC.

1.3 **REGISTERED AGENT**. The name and location of the registered agent of the Company shall be:

Lily Bosshart

4621 E. 115th ave
Anchorage, AK
99516

1.4 **TERM**. The Company shall continue for a perpetual period.

(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or

(d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.

1.5 **CONTINUANCE OF COMPANY**. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

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STATE OF ALASKA

Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to open a retail marijuana store. For tax purposes Dankorage, LLC is owned %100 by Alaska Retail Operations. Both LLC's are owned by Craig Agliotti and Lily Bosshart at a 50/50 split.

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

2812 Spenard Rd.
Anchorage, AK
99503

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II
Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is $50,000.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III
Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

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3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-l(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-l(b)(2)(ii)(d).

ARTICLE IV
Management

4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.

4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.

4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

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4.4 **CHIEF EXECUTIVE MANAGER**. The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

4.5 **NOMINEE**. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.6 **COMPANY INFORMATION**. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.

4.8 **INDEMNIFICATION**. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9 **RECORDS**. The Managers shall cause the Company to keep at its principal place of business the following:

(a) a current list in alphabetical order of the full name and the last known street address of each Member;

(b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

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(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V
Compensation

5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI
Bookkeeping

6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) any additional capital contribution made by him/her;

(b) credit balances transferred from his distribution account to his capital account; and decreased by:

(a) distributions to him/her in reduction of Company capital;

(b) the Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

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ARTICLE VII
Transfers

7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

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CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 10 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Dankorage, LLC, adopted by the members as of August 9th 2016.

Members:

Lily Bosshart
Signature

Printed Name Lily Bosshart

Percent: 50 %

Signature

Printed Name Craig Aglietti

Percent: 50 %

Signature

Printed Name _____

Percent: ____ %

Signature

Printed Name _____

Percent: ____ %

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STATE OF ALASKA

EXHIBIT 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR

Dankorage, LLC

LISTING OF MANAGERS

By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Lily Bosshart

Printed Name Lily Bosshart
Chief Executive Manager

4621 E. 115th Ave Address
Anchorage, AK
99516

Printed Name Craig Aglietti
Title Owner

8310 Dagan St. Address
Anchorage, AK
99502

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 9th day of August, 2016.

Lily Bosshart
Signature of Member

Printed Name Lily Bosshart

Signature of Member

Printed Name Craig Aglietti

Signature of Member

Printed Name

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EXHIBIT 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
Dankorage, LLC

LISTING OF MEMBERS

As of the 9th day of August, 2016 the following is a list of Members of the Company:

Name Lily Bosshart Percent 50 %

Address 4621 E. 115th Ave, 99516

Name Craig Aglietti Percent 50 %

Address 8310 Dagan, 99502

Name _____ Percent _____ %

Address _____

Name _____ Percent _____ %

Address _____

Authorized by Member(s) to provide Member Listing as of this 9th day of August, 2016.

Lily Bosshart
Signature of Member

Signature of Member

Signature of Member

Signature of Member

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EXHIBIT 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
Dankorage, LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be $ 50,000. The description and each individual portion of this initial contribution is as follows:

Lily Bosshart	$ 25,000
Craig Aglietti	$ 25,000
	$
	$
	$
	$
	$
	$
	$

SIGNED AND AGREED this 9th day of August, 20 16.

Lily Bosshart
Member

Member

Member

Member

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OPTION AND LEASE AGREEMENT

THIS AGREEMENT, made this 28th day of April, 2016 between Polar Bear Properties, LLC (Jim Rafuse) (the "LESSOR") and Dankorage, LLC (Craig M. Aglietti and Lily Bosshart) (the "TENANT").

PROPERTY

The Property for which the tenant desires to obtain an option to lease is a retail building of 1920 square feet located in Anchorage, AK at 2812 Spenard Road, including parking lot, all plumbing electrical, sewage, heating, air conditioning, and other utilities and fixtures.

OPTION

NOW THEREFORE, in consideration of the sum of Seventeen Thousand Seven Hundred Sixty Dollars ($17,760) (the "Option Money"), to be paid by TENANT to LESSOR upon TENANT's execution of this Agreement, LESSOR hereby grants to TENANT the exclusive right and option (the "Option") to lease the Property in accordance with the terms and conditions set forth herein.

OPTION PERIOD. The Option may be exercised at any time on or prior to_____ October 1, 2016 (the "Option Period"). If TENANT fails to exercise the Option within the Option Period, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered. LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other. LESSOR agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LESSOR shall not impose or consent to any restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

TRANSFER OF OPTION. The Option may not be sold, assigned, or transferred at any time by TENANT without the written consent of LESSOR, unless to another legal entity wholly owned by DANKORAGE, LLC or the principles themselves.

FIRST RIGHT OF REFUSAL. If LESSOR decides to sell the Property during the Option Period or during the term of the Lease Agreement if the Option is exercised, LESSOR shall immediately notify TENANT in writing and shall grant TENANT first right of refusal to any possible sale of Property. LESSOR agrees to disclose this option to any such potential purchasers and acknowledges that the property is encumbered by the option.

IMPROVEMENTS. TENANT shall have the right to make improvements to the Property during the Option Period with verbal approval of the LESSOR, which shall not be unreasonably withheld.

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TITLE. LESSOR warrants that LESSOR is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LESSOR further warrants that there are no deeds to secure debt, mortgages, liens, judgments, restrictive covenants, or other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

RIGHT OF POSSESSION. LESSOR shall permit TENANT or TENANT's employees, agents and contractors during the Option Period free ingress and egress to the Property by TENANT or its employees, agents, and contractors to occupy the premises and to make changes in preparation for conducting business on site. TENANT and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and TENANT shall indemnify and hold LESSOR harmless against any loss or damage for personal injury or physical damage to the Property.

GOVERNMENTAL APPROVALS. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits licenses and other approvals that may be required by any governmental authorities. TENANT will perform all other acts and bear all expenses associated with any procedure necessary to obtain any certificate, permit, license, or approval for the Property deemed necessary by TENANT. LESSOR acknowledges that this includes securing a retail marijuana sales license.

LESSOR agrees not to register any written or verbal opposition to any such procedures.

UTILITY SERVICES. During the Option Period and during the term of the Lease Agreement if the Option is exercised, TENANT shall be responsible for charges for all utilities to the PROPERTY, including electricity, gas, water/sewer, and waste disposal. TENANT will be responsible for grounds maintenance, including snow removal.

MAINTENANCE & REPAIR. During the Option and during the term of the Lease Agreement, The LESSOR shall keep the building's foundation, outer walls, roof, electrical, plumbing and heating systems in good repair, except that LESSOR shall not be liable for any repairs occasioned by the acts of TENANT, its agents or employees.

INSURANCE. During the Option, the TENANTS shall maintain in effect a policy or policies of insurance: a) covering its personal property located on the Property and TENANT's improvements to the Leased Property paid for and installed by TENANT, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of its TENANT improvements paid for by TENANT; and b) Commercial General Liability insurance with minimum limits of $1,000,000 for injury to or death of one or more persons in any one occurrence and $1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LESSOR as an additional insured as its interest may appear in regards to the aforementioned policies and shall furnish LESSOR with a certificate of insurance upon request by the LESSOR.

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EXERCISE OF OPTION. TENANT shall exercise the Option by written notice to LESSOR. The notice shall be deemed effective on the date it is received by hand or posted by mail. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LESSOR and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. LEASE OF PROPERTY. LESSOR hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day.

2. INITIAL TERM AND RENTAL. This Agreement shall be for an initial term of four (4) years beginning on the date the Option is exercised by TENANT at an monthly rental of Five thousand seven hundred sixty Dollars ($5,760) to be paid on the first day of each month during the term to LESSOR or to such other person, firm or place as the LESSOR designates in this agreement. There shall be a grace period of ten days. If TENANT fails to pay rent by the tenth of the month, TENANT shall incur a late fee of One hundred dollars ($100). The monthly rental fee shall increase on an annual basis. The second year of the lease, which will begin October 1, 2017, the monthly rent will be Five thousand eight hundred sixty dollars (5,860). The third year, which will begin October 1, 2018, the rent will increase to Five thousand nine hundred sixty dollars ($5960). And the fourth year, which will begin October 1, 2019, the rent shall increase to Six thousand sixty dollars (6,060). If the Option is exercised, TENANT shall make a payment, due October 1, 2016, of the monthly rent for the first and twelfth months of the term of this Agreement, a sum to equal Eleven thousand five hundred twenty Dollars ($11,520). One half of that initial payment ($5760) shall be a security deposit, which shall be refunded to the TENANT when TENANT vacates the PROPERTY, provided the PROPERTY has not been left in disrepair or damaged and that no rents are due.

3. EXTENSION OF TERM. At the end of the 4 year term of this agreement. TENANT shall have the option to extend the term of this Agreement. At that time, should Tenant desire to extend the terms of the lease, TENANT and LESSOR will renegotiate the cost of the lease. LESSOR will not charge TENANT an unreasonable or above market rate for like commercial retail properties. The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

4. TAXES. LESSOR shall pay all real property taxes levied against the Property on or before the date such taxes become delinquent.

5. INSURANCE. TENANT shall, at its sole cost and expense, at all times during the term of this Lease maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property paid for and installed by TENANT, providing protection against any peril included under

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insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of its TENANT improvements paid for by TENANT; and b) Commercial General Liability insurance with minimum limits of $1,000,000 for injury to or death of one or more persons in any one occurrence and $1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LESSOR as an additional insured as its interest may appear in regards to the aforementioned policies and shall furnish LESSOR with a certificate of insurance upon request by the LESSOR.

6. INDEMNIFICATION. TENANT shall indemnify and hold LESSOR harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts, omissions or negligence of LESSOR, its employees, agents or contractors.

7. SALE OF PROPERTY. Should LESSOR, at any time during the initial or any extended term of this Agreement, decide to sell the Property, TENANT shall have first right of refusal.

8. This Agreement may not be sold, assigned or transferred without the written consent of LESSOR.

9. CONDEMNATION. If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LESSOR and TENANT as of that date.

10. OPPORTUNITY TO CURE. If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement prior to exercising any rights or remedies against TENANT on account thereof, LESSOR shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term, or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

11. NOTICES. Except as otherwise provided herein, any notices or demands which are required by law or under the terms of this Agreement shall be given or made by LESSOR or TENANT in writing and shall be given by hand delivery or sent via facsimile followed up by an

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original hard copy or by certified or registered mail, and addressed to the respective parties set forth below. Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid, every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LESSOR: 6906 Double Tree Ct.
Anchorage, Alaska 99507

For convenience, rent can be hand-delivered to
Anchorage House of Hobbies
2803 Spenard Road
Anchorage, Alaska 99503

If to TENANT: 4621 E. 115th ave
Anchorage AK
99516

12. TERMINATION. TENANT, at its sole and absolute discretion, shall have the right to terminate this Lease with thirty (30) days prior written notice to LESSOR in the event the State of Alaska does not issue a retail license to do business or takes an unreasonable amount of time, outside expected timetables, to issue said license. Moreover, should any government body enforce or attempt to enforce a law or regulation which challenges the legality of retail marijuana sales, TENANT obligations under this lease are voided and no further rent is due. All payments made to that point are to be considered non-refundable, with the exception of the lease deposit which shall be returned to TENANT if TENANT has met all obligations outline in this lease agreement. Notwithstanding any other termination rights available to TENANT under this Lease, TENANT, at its sole and absolute discretion, shall have the right to terminate this Lease with ninety (90) days prior written notice to LESSOR and a lump sum payment to LESSOR in an amount equal to three (3) month's rent or the total of the remaining months of the term, whichever is less. The rental rate shall be computed at the rate which is in effect at the time of termination. Upon termination TENANT shall execute upon the request of the LESSOR a written cancellation of the lease upon the TENANT vacating the Property or upon termination of the lease, in recordable form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

13. REMOVAL OF IMPROVEMENTS. Title to all improvements constructed or installed by TENANT on the Property shall remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. Furthermore, all improvements constructed or installed by TENANT shall be removable at the expiration or earlier termination of this lease or any renewal or extension thereof, provided TENANT shall not at such time be in default under any covenant or agreement contained in this lease. TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove all improvements, fixtures and personal

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property constructed or installed on the Property by TENANT and restore the property to its original above grade condition, reasonable wear and tear excepted. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed. Should TENANT fail to remove property, fixtures, or improvements, TENANT shall be responsible for the cost of removing said property, fixtures, or improvements.

14. MISCELLANEOUS. This Agreement cannot be modified except by written modification executed by LESSOR and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Whenever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LESSOR and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LESSOR and TENANT or any employees agents, contractors, or other representatives of either, shall be binding upon LESSOR or TENANT.

15. QUIET ENJOYMENT. LESSOR covenants that by paying the rental and performing the covenants, terms, and conditions required of TENANT contained herein, TENANT shall peaceably and quietly have, hold, and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

16. SECURITY INTEREST. It is the express intent of the parties to this Lease that LESSOR have no security interest whatsoever in any personal property of the TENANT whatsoever, and, to the extent that any applicable statute, code, or law interest, LESSOR does hereby expressly waive any rights thereto.

17. GOVERNING LAW. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Alaska.

18. LESSOR will give TENANT 48 hour notice to access the Property. TENANT must be present when LESSOR accesses the Property, except in the case of an emergency that puts any person or the Property at risk.

19. ATTORNEY'S FEES. In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party (as such parties are hereafter defined), including reasonable attorneys' fees.

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POLAR BEAR PROPERTIES: Jim Rafuse

Jim G Rafuse

Date: 4-28-16

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DANKORAGE,LLC CRAIG AGLIETTI Craig Aglietti, C Aglietti

DANKORAGE,LLC LILY BOSSHART Lily Bosshart, Lily Bosshart

Date: 4-28-16

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