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

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Kasilof River AeroGarden's LLC	**License Number:**	40302		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Kasilof River Aero-Garden's				
Physical Address:	22720 Yukon Rd				
City:	Kasilof	**State:**	AK	**Zip Code:**	99610 - 1042
Designated Licensee:	Brian Ehlers				
Email Address:	brianehlers79@gmail.com				

Section 2 – Attached Items

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

Attached Items:	Entity Documents RECEIVED JUN 18 2025 Dept. of Commerce AMCO

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

Single-Member LLC Operating Agreement
of
Kasilof River AeroGarden's LLC

1. COMPANY. This LLC Operating Agreement ("Agreement") entered as of the undersigned date shall take effect on May 11 2025, between the Company and its Members mentioned herein:

a.) **Formation Details.**
Company Name: Kasilof River AeroGarden's LLC
Principal Address: 22720 Yukon Road, Kasilof , Alaska, 99610-1042
State of Formation: Alaska
Date of Formation: February 22 2025

b.) **Tax Classification.** The Company shall be classified for tax purposes as a(n) Tax code 280E, Cannabis.

c.) **Business Purpose**. Limited Marijuana Cultivation Facility

d.) **Term**. In Perpetuity.

e.) **Fiscal Year-End (Tax Purposes)**. The last day of the month of December.

2. SINGLE MEMBER. The Company is formed with a single Member known as:

Name: Brian Ehlers
Ownership: 100%
Mailing Address: P.O. Box 1042, Kasilof , Alaska, 99610-1042

Hereinafter known as the "Member." The Company is owned solely and in its entirety by the Member. In consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member and the Company agree as follows:

3. MEMBER DECISIONS.

a.) **Business Decisions.** Business decisions related to the Company's activities, finances, and management shall be made solely by its Member unless a Manager is selected to handle its affairs.

b.) **Amending this Agreement.** Any amendments to this Agreement shall be made solely by the Member.

c.) **Adding New Members**. Adding new Members to this Company shall be made solely by the Member.

d.) **Dissolving the Company**. To dissolve the Company and cease business activities, this shall be made solely by the Member.

4. MANAGEMENT. Any and all decisions of the Company shall be made by the Member.

5. DISTRIBUTIONS. Company profits shall be distributed at the Member's sole discretion.

RECEIVED
JUN 18 2025
Dept. of Commerce
AMCO

6. MEETINGS. Company meetings shall be held, with all Members expected to be present, only when required or called upon by the Members.

7. PROFITS AND LOSSES. The allocation of profits and losses of the Company shall be shared and paid to the Member. If additional Members are added, such allocation of profits and losses shall be shared in accordance with the Company's ownership interest.

8. CAPITAL CONTRIBUTIONS. The Member agrees to make the following Capital Contribution(s) to the Company: The member will make a capital contribution of $50,000 for initial start up cost and to sustain LLC for the first 3 months of business.

9. LIABILITY. The Member, and any authorized person acting under the management of the Company, or under the capacity of any officer, director, stockholder, partner, member, affiliate, employee, agent, or representative of the Company ("Covered Person") shall not be liable to the Company or any Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in their respective capacity, so long as such action or omission does not constitute fraud or willful misconduct. This Agreement is not intended to, and shall not, create or impose any fiduciary duty on any Covered Person. Each Member and the Company hereby waive any fiduciary duties that, absent such waiver, may be implied by Governing Law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and the Company are only as expressly outlined in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing or at law or in equity, are agreed by each Member to replace such other duties and liabilities.

10. INDEMNIFICATION. The Company will indemnify any person who was or is a defendant or is threatened to be made a defendant in a 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) because the person is or was a member, employee, or agent of the Company, or is or was serving at the request of the Company. This indemnification covers expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding, provided that the member determines that the individual's actions were in or not opposed to the best interest of the Company and, with respect to any criminal action or proceeding, the individual had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest does not, by itself, create a presumption that the person did or did not act in good faith and in a manner they 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 their conduct was lawful.

11. DISSOLUTION. At the Member's decision, the affairs of the Company may be wound down and dissolved. Upon the dissolution of the Company, it shall immediately commence to wind down its affairs and for the Member to liquidate, sell, or transfer the business operations and assets of the Company. If debts are owed at the time of dissolution, the Company is obligated to pay creditors first before distributing cash, assets, and/or initial capital to the Member or any other economic interests.

RECEIVED

12. AMENDMENTS. Amendments to this Agreement can be made if signed and dated by the Member and attached to this Agreement.

Dept. of Commerce
AMCO

13. SEVERABILITY. In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity,

legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

14. DEFINITIONS.

a.) Capital Contributions. The Member may make an initial capital contribution, although there is no obligation to make such a contribution. If made, the Member shall not receive interest on any contributions, and the capital account will reflect such contributions, profits, losses, and distributions. Return of any capital contributions, if made, will be at the Member's discretion. Any contributions made are not considered loans to the Company.

b.) Governing Law. This Agreement shall be governed by and construed in accordance with the statutory laws, regulations, and rules of the State of Formation without giving effect to any choice or conflict of law provision or rule, whether of the State of Formation or any other jurisdiction.

c.) Registered Agent. The registered agent and office of the Company shall be the same as recorded and filed with the Secretary of State. Such details were recorded and filed with the Secretary of State on the formation documents or when filing an annual report.

i. Service of Process. The registered agent and office of the Company shall serve as the service of process. As required by Governing Law, the registered agent shall meet the requirements of being open to accept notices.

d.) Secretary of State. Refers to the office or department where the Company is registered in State of Governing Law. The term "Secretary of State" is a general title, whether or not it exists in the State of Governing Law or if the Secretary of State's office is responsible for the formation of business entities.

e.) Management. The Company's business and affairs shall be managed, operated, and controlled by or under the selection made in Section 4. Such management shall have full authority to take necessary actions to achieve the Company's objectives. Such actions make legally bind the Company into certain agreements and contracts. No other individual or entity has the authority to act on behalf of the Company unless specific written authority has otherwise been granted.

i.) Manager's Compensation. If a Manager is selected to make decisions on behalf of and for the Company, and they shall be compensated, the payment made by the Company to the Manager is for their services performed. Such compensation can be changed at any time, whether or not it is amended in this Agreement.

f.) Member. The Member mentioned herein is the sole owner of the Company. Unless this Agreement is amended, the Member owns the Company in its entirety.

g.) Purpose. The business purpose is written in this Agreement for documentation reasons only. The Company is entitled to perform, engage, or be associated with any legal business purpose legal under law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Member's Signature: Brian Ehlers Date: 5/11/25

Print Name: Brian Ehlers

RECEIVED

JUN 18 2025

Dept. of Commerce
AMCO

Alaska Business License # **2211624**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that the owner

Kasilof River AeroGarden's LLC

is licensed by the department to do business as

Kasilof River Aero-Garden's

P.O. Box 1042, Kasilof, AK 99610-1042

for the period

February 22, 2025 to December 31, 2025
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting

RECEIVED
JUN 18 2025
Dept. of Commerce
AMCO

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.

Julie Sande
Commissioner