THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West Seventh Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

MEMORANDUM

TO: Chair and Members of the Board DATE: November 4, 2026

FROM: Tyler Wallace – Licensing Examiner 2 RE: The Spot LLC
dba The Spot LLC 43539

This is a new application for a Retail Marijuana Store in the Municipality of Anchorage by The Spot LLC owned by Jason Heilig – 100%.

Other Licenses Direct/Indirect Interests:
High North LLC dba High North LLC #13588
Wildfire LLC dba Wildfire LLC #12461

Determined Complete/Notices Sent:	9/9/26
Public Objection Period Ended:	10/9/26
Local Government Response/Date:	Pending
Fire Marshal Response/Date:	Deferred
DEC Response/Date:	Pending
Background check status:	Complete
Objection(s) Received/Date:	None
Other Public Comments Received:	None
Staff Questions/Issues for Board:	None
Consideration:	Pending Delegation

Alcohol & Marijuana Control Office

License Number: 43539
License Status: New
License Type: Retail Marijuana Store
Doing Business As: The Spot LLC
Business License Number: 2234257
Designated Licensee: Jason Heilig
Email Address: thespotak49@gmail.com
Local Government: Anchorage (Municipality of)
Local Government 2:
Community Council: Tudor Area
Latitude, Longitude: 61.194900, -149.779380
Physical Address: 5440 E Northern Lights Blvd
Anchorage, AK 99504
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10361006
Alaska Entity Name: The Spot LLC
Phone Number: 907-715-2550
Email Address: thespotak49@gmail.com
Mailing Address: 189 E Nelson Ave #107
Wasilla, AK 99654
UNITED STATES

Entity Official #1

Type: Individual
Name: Jason Heilig
[redacted]
Phone Number: 907-715-2550
Email Address: thespotak49@gmail.com
Mailing Address: 189 e nelson Ave #107
Wasilla, AK 99654
UNITED STATES

Note: *No affiliates entered for this license.*

APPLICATION DOCUMENTS



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-00: Application Certifications

Why is this form needed?

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 Anchorage 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:	The Spot LLC	**License Number:**	3a-43539		
License Type:	Retail				
Doing Business As:	The Spot				
Premises Address:	5440 E Northern Lights Blvd Ste 101				
City:	Anchorage	**State:**	AK	**ZIP:**	99504

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jason Heilig
Title:	Manager

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?

4a-12461
4a-13588

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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.	JH
I certify that I am not currently on felony probation or felony parole.	JH
I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.	JH
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.	JH
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.	JH
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.	JH
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).	JH
I certify that my proposed premises is not located in a liquor licensed premises.	JH
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.	JH
I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.	JH
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.	JH

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees. JH

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located. JH

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. JH

All marijuana establishment license applicants:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification. JH

Jason Heilig
Printed name of licensee

Jason Heilig Digitally signed by Jason Heilig Date: 2026.08.07 14:43:41 -08'00'
Signature of licensee

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Why is this form needed?

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:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

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 & Contact Information

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

Licensee:	The Spot LLC	**MJ License #:**	3a-43539		
License Type:	Retail				
Doing Business As:	The Spot LLC				
Premises Address:	5440 E Northern Lights Blvd Suite101				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99504

Mailing Address:	189 E Nelson Ave #107				
City:	Wasilla	**State:**	Alaska	**ZIP:**	99654

Designated Licensee:	Jason Heilig		
Main Phone:	907-715-2550	**Cell Phone:**	907-715-2550
Email:	thespotak49@gmail.com		

Section 2 – Control Plan for Persons Under the Age of 21

2.1. 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:

All guests must enter through the front door and check in with an employee immediately for an ID check. Bright, high-contrast signs measuring at least 12 inches by 12 inches with letters at least half an inch tall will be posted on the front door and the retail counter, stating: "No one under 21 years of age allowed." To get in, every visitor must present a valid, government-issued photo ID proving they are at least 21 years old. Acceptable forms of ID include: An unexpired and unaltered passport, An unexpired and unaltered driver's license, instruction permit, or state ID card from any US state. Employees will turn away anyone who cannot show valid photo ID, no matter how old they look. If an employee suspects a visitor is under 21 at any point, they will deny entry and escort them off the property. To support this, staff will be trained to spot fakes or alterations and will keep an ID reference guide on hand for out-of-state and international IDs. Employees will thoroughly check every ID before allowing any purchases.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

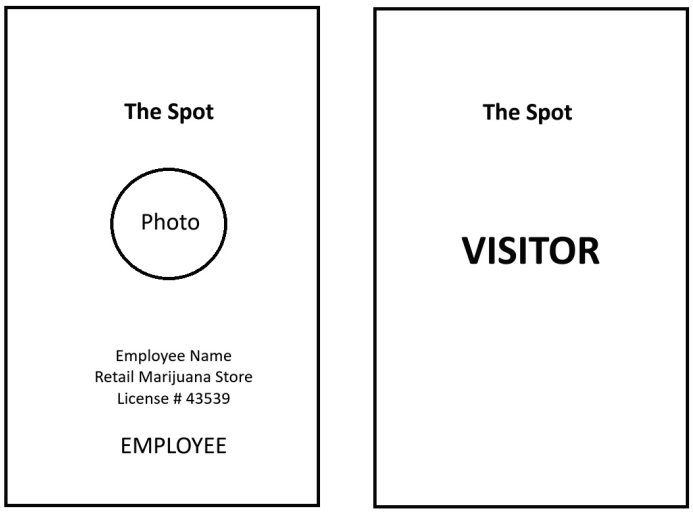
3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

The premises are secured with outdoor lighting, 24-hour video surveillance, an alarm system, and clear signage indicating the property is monitored. Security cameras will record 24/7 inside and outside the building. Interior coverage includes: All entrances and exits, the check-in area and counter registers, all windows, the office, and the product storage/safe room. All visitors must enter through the single front door into the lobby/reception area for check-in and present a valid photo ID. Guests entering the restricted area must wear a visible visitor badge, sign the visitor log and stay with an employee escort at all times. All restricted access areas are locked, separated from public spaces, and continuously monitored by video. Signs are posted on every restricted door warning that the area requires an escort to enter.

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

Owners, on-duty managers, designated staff, and emergency personnel have full, unrestricted access to the entire facility. Everyone else must be approved before entering restricted areas. All visitors must enter through the front door, check in with an employee, and present a valid government-issued photo ID. Every visitor will receive a visitor badge that must be worn while in the restricted area and visitors must sign a logbook with the following details: name, date, purpose of the visit, entry and exit times for the restricted areas. This log is maintained as an official business record, kept on-site for at least six months, and made available upon request.

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

The manager on duty will regularly inspect the weatherproof exterior lighting to ensure every fixture is working, securely mounted, and positioned to maximize camera clarity and deter trespassers. Exterior lights are mounted high up and out of reach with durable, tamper-proof housings to prevent vandalism and obstruction. They are installed on the building to provide even coverage without causing problems to neighboring businesses. The lighting keeps the premises, signs, doors, windows, and parking lot bright and visible. Bright, high-quality lights ensure the outdoor security cameras can clearly capture individuals up to 20 feet away from every entry point.

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

A third-party security company will install, maintain, regularly test, and remotely monitor the alarm system to protect the facility and detect unauthorized activity. Motion detectors and sensors are installed on all doors and windows to monitor for intrusions whenever the business is closed and the alarm is active. If an intrusion is detected the alarm system sends an immediate electronic alert to the off-site security center, which notifies local law enforcement and the owners/managers. Owner/manager that responds is responsible to document the intrusion and notify AMCO If there is evidence or reasonable suspicion of theft, diversion, inversion of marijuana, or unauthorized access within 24 hours.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Video surveillance continuously monitors all restricted access areas including: registers, lobby, storage, display, and packaging spaces. All security footage is stored for at least 40 days. Employees perform mandatory weekly inventory checks and document the results. Staff complete mandatory training to spot theft or diversion, and the company maintains a zero-tolerance policy. Employees are required to alert management immediately if they suspect any theft or diversion. If an employee is caught stealing marijuana management will immediately notify local law enforcement and AMCO, follow all official directives, and provide all requested records and information for the investigation.

3.7. Describe your policies and procedures for preventing loitering:

Employees and management monitor video surveillance to keep the premises secure and prevent loitering. The exterior is brightly lit, continuously recorded by 24-hour video surveillance, and posted with "No Loitering" signs. Staff will maintain a visible presence outdoors to deter loitering and unauthorized access if needed. Anyone found loitering outside will be asked to leave. If they refuse, law enforcement will be contacted.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use. JH

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility. JH

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image. JH

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application. JH

3.12. 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 where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board). JH

3.13. 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:

Surveillance cameras will record all areas inside and outside the facility. They will be located in well lit areas and checked regularly to prevent obstructions and to ensure they capture clear, recognizable facial images within 20 feet of all access points. Cameras located on the corners of the building record each side of the building, and dedicated coverage monitors the parking lot to identify vehicles. inside facial-clarity coverage is installed at all doors, safes, check-in and check-out counters, restricted areas, and any spaces where marijuana is stored, received, or packaged. In the event of a system failure a notification system provides both audible and visual alerts so repairs can be made immediately. In the event of a power or system failure, a battery backup system keeps the security system running.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance 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 Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

All surveillance recording equipment and footage are stored in the locked office and inside a locked cabinet which is accessible only to authorized personnel. Owners have secure remote access to monitor operations virtually. The entire system is password-protected to prevent data tampering, video data is saved for at least 40 days, all recordings feature automatic date and time stamps, and are archived in a tamper-proof format. Footage can be exported to an external hard drive if needed. All surveillance files and recordings will be made available to the MCB and local law enforcement upon request.

Section 4 – Business Records

Review the requirements under 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.

4.1. I certify that the following business records will be maintained and kept on the licensed premises: Initials

a.	**all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years** *(records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises)***;**	JH
b.	**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;**	JH
c.	**the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;**	JH
d.	**records related to advertising and marketing;**	JH
e.	**a current diagram of the licensed premises, including each restricted access area;**	JH
f.	**a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;**	JH
g.	**all records normally retained for tax purposes;**	JH
h.	**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;**	JH
i.	**transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and**	JH
j.	**registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.**	JH

4.2. 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:

All business records (including operational and regulatory documents, surveillance footage, financial books, inventory logs, employment records, manifests, and communications) will be managed by authorized personnel. Records are stored on-site in the locked office, completely separate from all marijuana, marijuana products, and cash. Files will be kept on-site for a minimum of six months. The office and safe door remains locked at all times. Access is strictly limited to owners, the daily manager, designated authorities, and AMCO agents.

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc 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 is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc. JH

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745. JH

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745. JH

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every 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, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each 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. JH

6.2. 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 licensed premises) when on the licensed premises. JH

6.3. 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. JH

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

New employees receive job-specific training, ongoing education, and regular performance evaluations from management. Employees are also cross-trained to ensure continuous coverage across all roles. Training takes place throughout the year covering industry standards, safety, and state/ federal regulations. All employees are required to learn the laws & regulations, opening/closing procedures, safety procedures, recognizing signs of impairment, emergency protocols, using the inventory tracking system, handling cash, and recording inventory. Managers receive specialized training in opening/closing, operations management, security, quality control, inventory control, food safety/sanitation, customer service, POS systems, and the inventory tracking system.State and local marijuana regulations are posted in staff areas for easy reference.

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:	Initials
7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.	JH
7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.	JH
7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.	JH
7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).	JH

Answer "Yes" or "No" to each of the following questions:	Yes	No
7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.	☑	☐
7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.	☑	☐

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

n/a

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

Marijuana and marijuana products transported for sale or processing will follow specific packaging limits and Metrc tracking protocols. Products are weighed, tagged with a Metrc tracking tag, entered into the inventory tracking system (METRC), and placed into a locking tamper-evident transport container along with the required paperwork (test results and manifest).

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. 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. JH

8.3. 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. JH

8.4. 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. JH

8.5. 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. JH

8.6. 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. JH

8.7. 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. JH

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest. JH

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Per AMCO regulations there will be no more than 2 signs on the front exterior of the building with the name and logo of the business as well as one free standing sign should the building owners allow it. None will exceed 4,800 square inches.



9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

Any of the following marketing and advertising mediums may be used:

Print Media: Newspapers and magazines
Online Media: Websites, social media platforms, and search engines
Broadcast Media: Television and radio
Industry Platforms: Platforms such as Apex
Sponsorships: Fundraisers, sports events, and concerts

All marketing materials, regardless of medium, must include the required AMCO warning statements verbatim.

THE SPOT
ANCHORAGE, ALASKA
RIGHT PLACE. RIGHT PEOPLE. REAL QUALITY.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

JH

Jason Heilig
Printed name of licensee

Jason Heilig
Digitally signed by Jason Heilig
Date: 2026.08.10 23:27:22 -08'00'
Signature of licensee

(Additional Space as Needed):

n/a

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-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
  A diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;

- **Diagram 2:**
  If different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises *(details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change or Form MJ-31: Walk-Up or Drive-Through Exterior Window Pick-Up Diagram and Operating Plan must be submitted and approved before any planned expansion area may be added to the licensed premises);*

- **Diagram 3:**
  A **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;

- **Diagram 4:**
  An **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises *(this can be obtained from sources like Google Earth)*; and

- **Diagram 5:**
  A diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants *(a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises)*.

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's Anchorage office before any new or transfer 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:	The Spot LLC	**MJ License #:**	3a-43539		
License Type:	Retail				
Doing Business As:	The Spot LLC				
Premises Address:	5440 E Northern Lights Blvd Suite 101				
City:	Anchorage	**State:**	Alaska	**ZIP:**	99504

Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. However, AMCO will require full coverage of the walk-up or drive-through exterior window area as required by 3 AAC 306.380(b) and (g) for marijuana retail establishments. *Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.*

The following details must be included in all diagrams:

- ☐ **License number and DBA**
- ☐ **Legend or key**
- ☐ **Color coding**
- ☐ **Licensed Premises Area Labeled and Shaded, or Outlined as appropriate**
- ☐ **Dimensions**
- ☐ **Labels**
- ☐ **True north arrow**

The following additional details must be included in Diagram 1:

- ☐ **Surveillance room**
- ☐ **Restricted access areas**
- ☐ **Storage areas**
- ☐ **Entrances, exits, and windows, including walk-up or drive-through exterior window for marijuana retail establishments**
- ☐ **Walls, partitions, and counters**
- ☐ **Any other areas that must be labeled for specific license or endorsement types**
- ☐ **** Serving area(s)**
- ☐ ****Employee monitoring area(s)**
- ☐ ****Ventilation exhaust points, if applicable**

The following additional details must be included in Diagram 2:

- ☐ **Areas of ingress and egress**
- ☐ **Entrances and exits**
- ☐ **Walls and partitions**

The following additional details must be included in Diagrams 3 and 4:

- ☐ **Areas of ingress and egress**
- ☐ **Cross streets and points of reference**

The following additional details must be included in Diagram 5:

- ☐ **Areas of ingress and egress**
- ☐ **Entrances and exits**
- ☐ **Walls and partitions**
- ☐ **Cross streets and points of reference**

Initial: JH

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Jason Heilig
Printed name of licensee

Jason Heilig Digitally signed by Jason Heilig Date: 2026.08.10 23:27:22 -08'00'
Signature of licensee

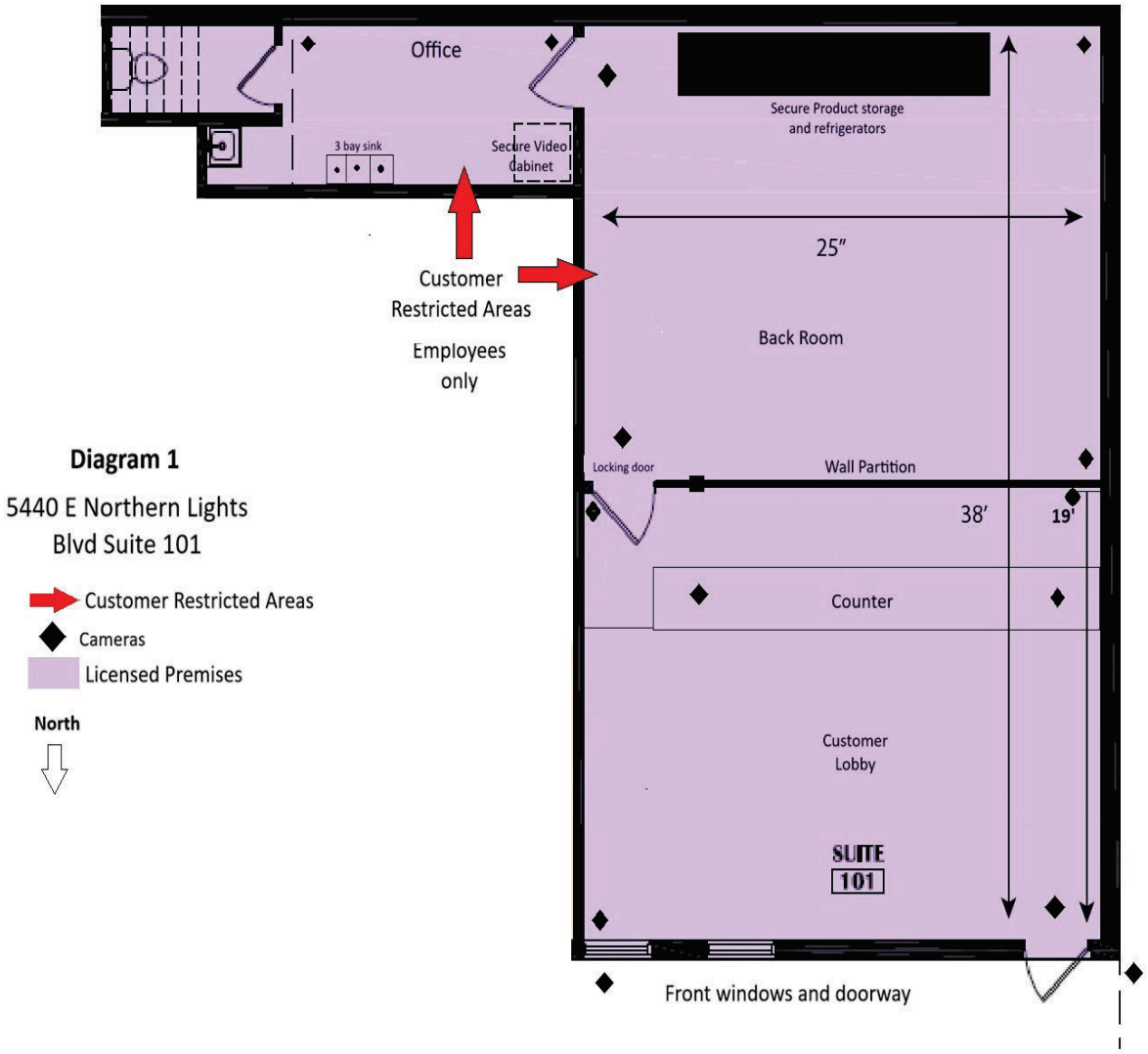
Form MJ-02: Premises Diagram

Section 3 – Cultivation Applicants ONLY

Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

3.1. Describe the site of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

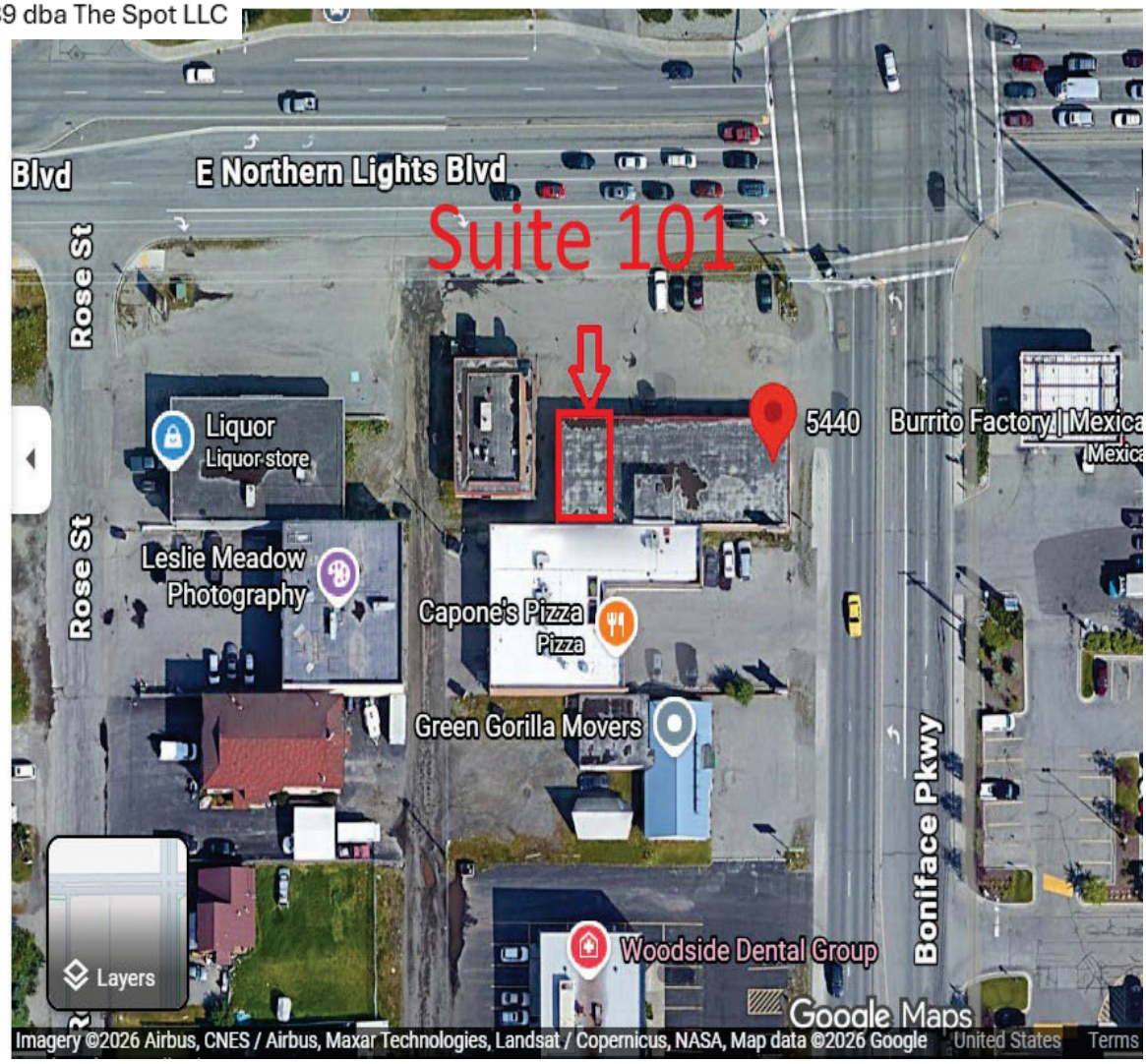
License #43539 dba The Spot LLC



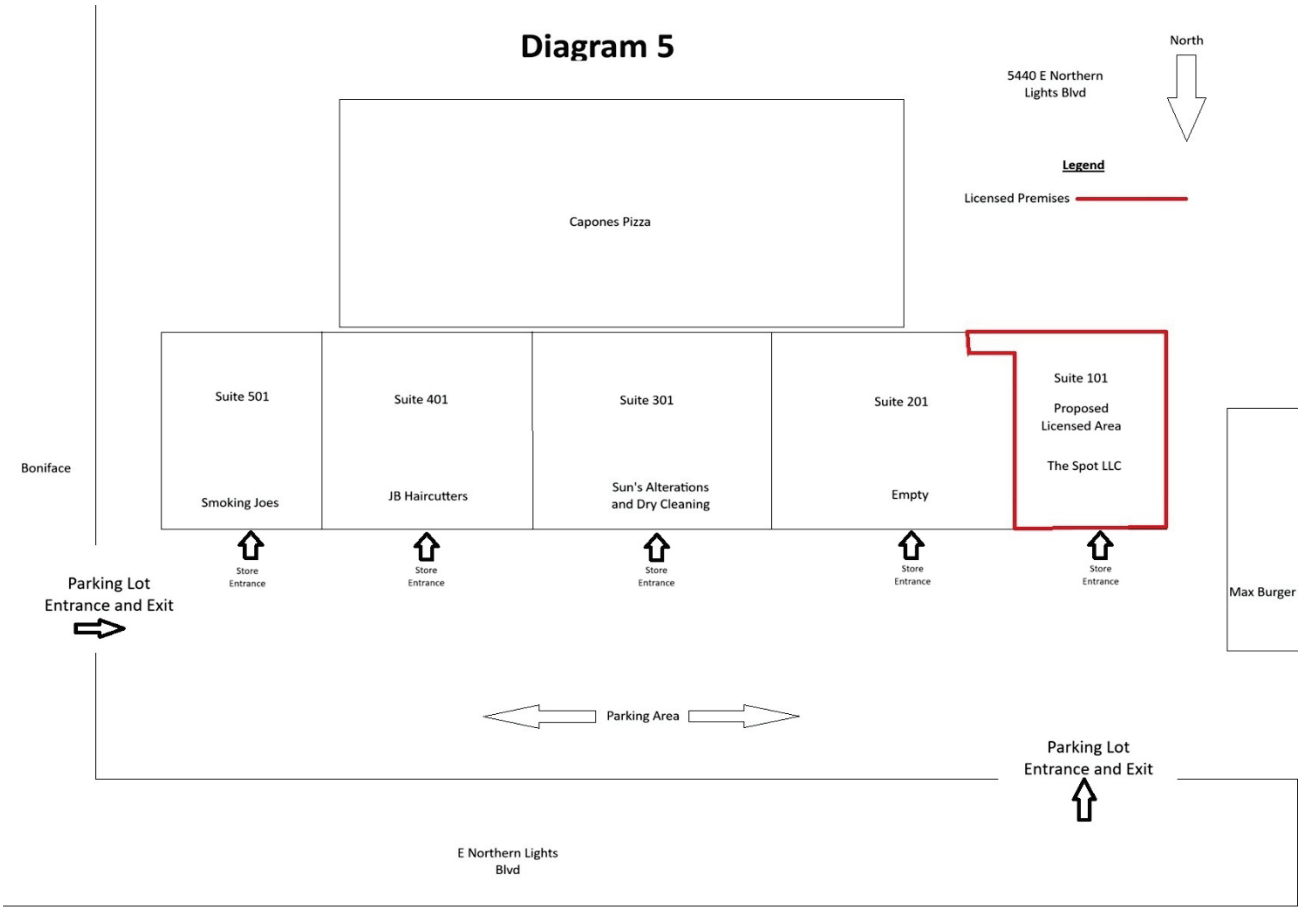
License #43539 dba The Spot LLC

Diagram 4

North



License #43539 dba The Spot LLC

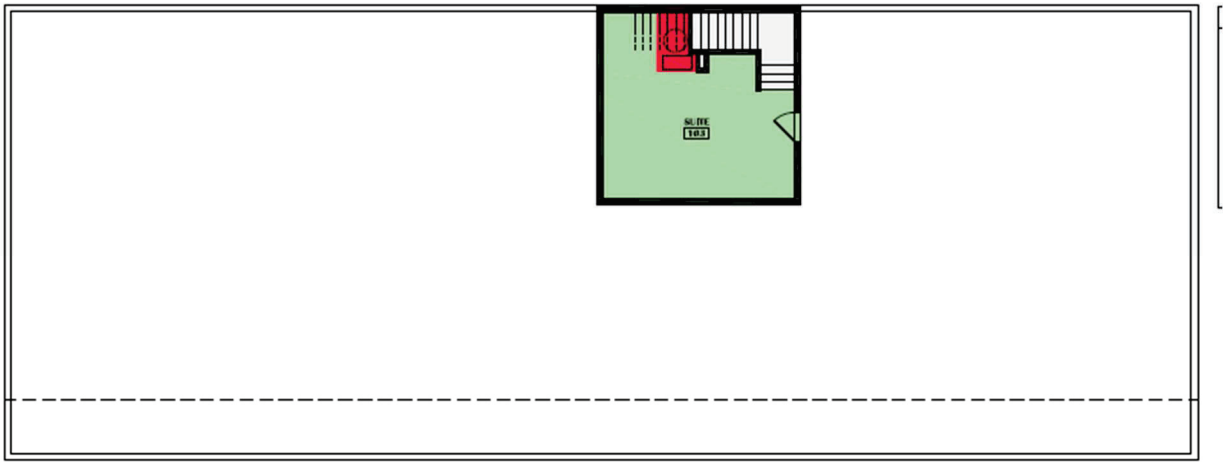


APPENDIX A

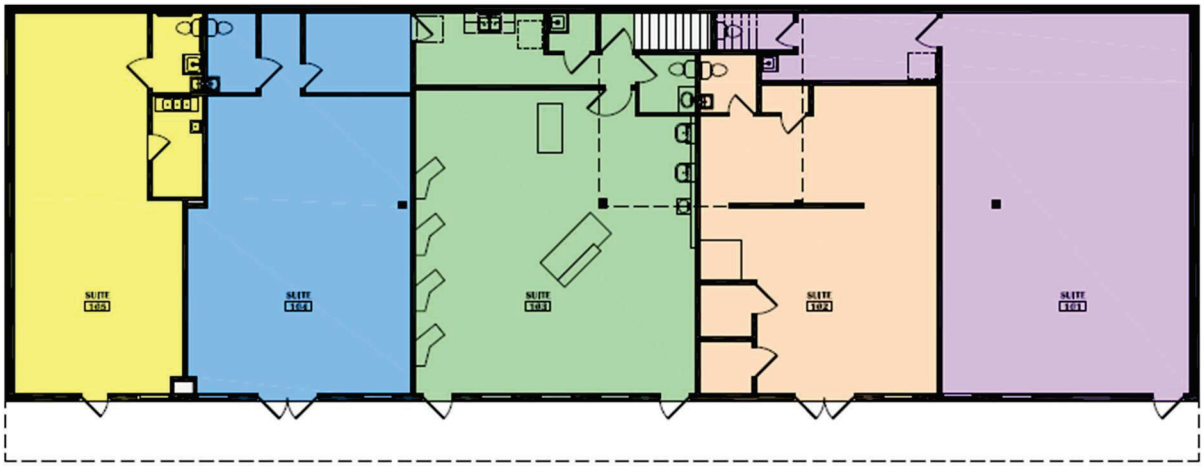
LEGAL DESCRIPTION AND DRAWING

Legal Description of Center

Block 1, Lot 1, College Heights, City of Anchorage,



② OVERALL SECOND FLOOR/ROOF PLAN



① OVERALL FIRST FLOOR PLAN

5440 East Northern Lights Blvd

Job #: 2352.04

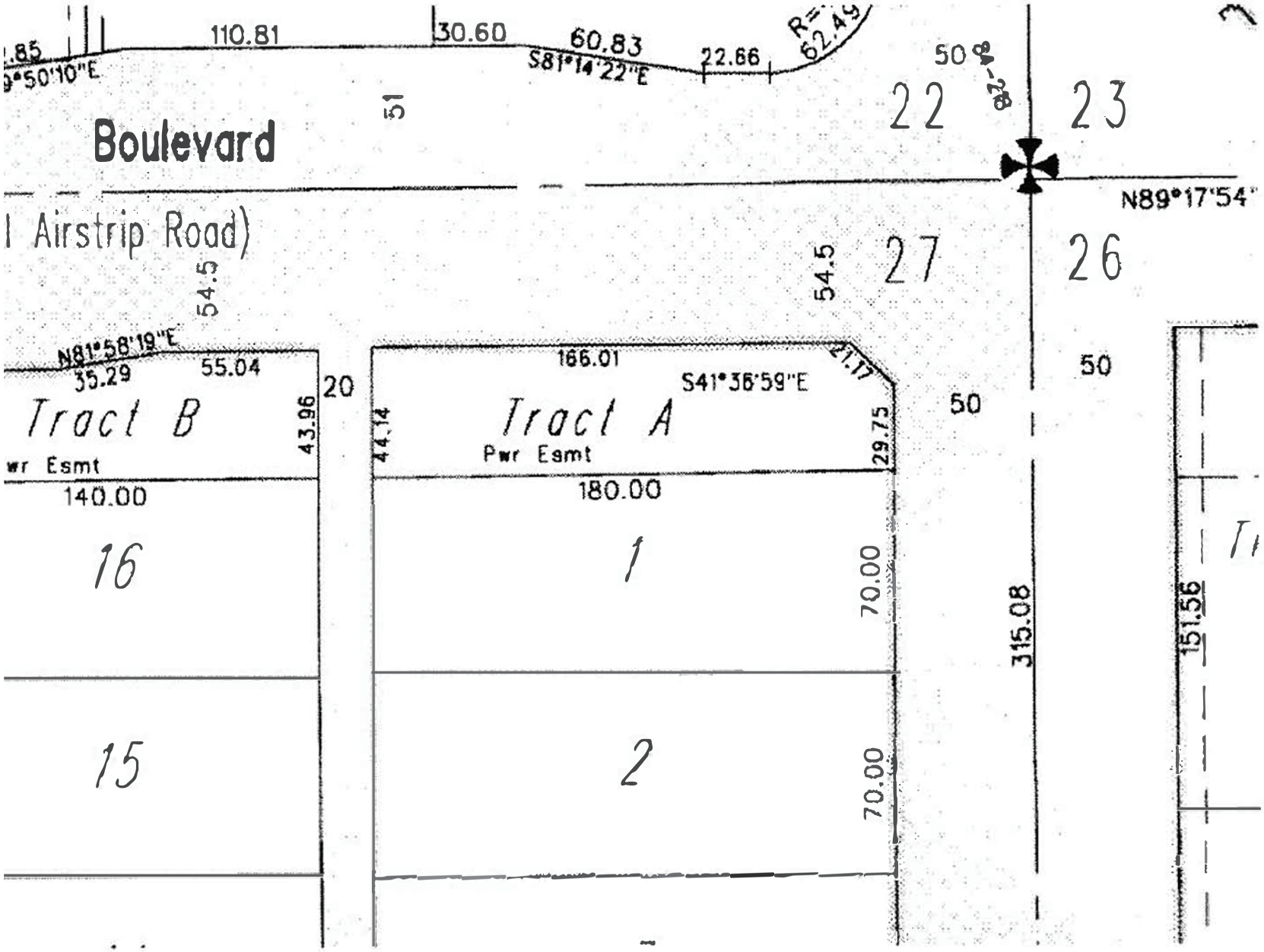
BOMA 2017 for Office Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.1-2017)

Method B: Global Summary of Areas

Preliminary Calculation				Final Calculations					
Floor Level	Boundary Area	Rentable Exclusions	Floor Rentable Area	Space ID	Occupant Area	Base Bldg. Circulation	Service & Amenity Areas	Load Factor	Rentable Area
1st Floor	--	50	--	Vertical Penetrations	--	--	--	--	--
	--	--	--	Suite 101	1,213	--	--	1.00	1,218
	--	--	--	Suite 102	804	--	--	1.00	808
	--	--	--	Suite 103	1,121	--	--	1.00	1,126
	--	--	--	Suite 104	878	--	--	1.00	882
	--	--	--	Suite 105	761	--	--	1.00	764
1st Floor Total	4,827	50	4,777		**4,777**		0	1.00	**4,799**
2nd Floor	--	75	--	Vertical Penetrations	--	--	--	--	--
	--	--	--	Suite 103	319	--	--	1.00	320
2nd Floor Total	417	75	342		**319**		23	1.00	**320**
Building Total	**5,244**	**125**	**5,119**		**5,096**	**0**	**23**	**1.00**	**5,119**

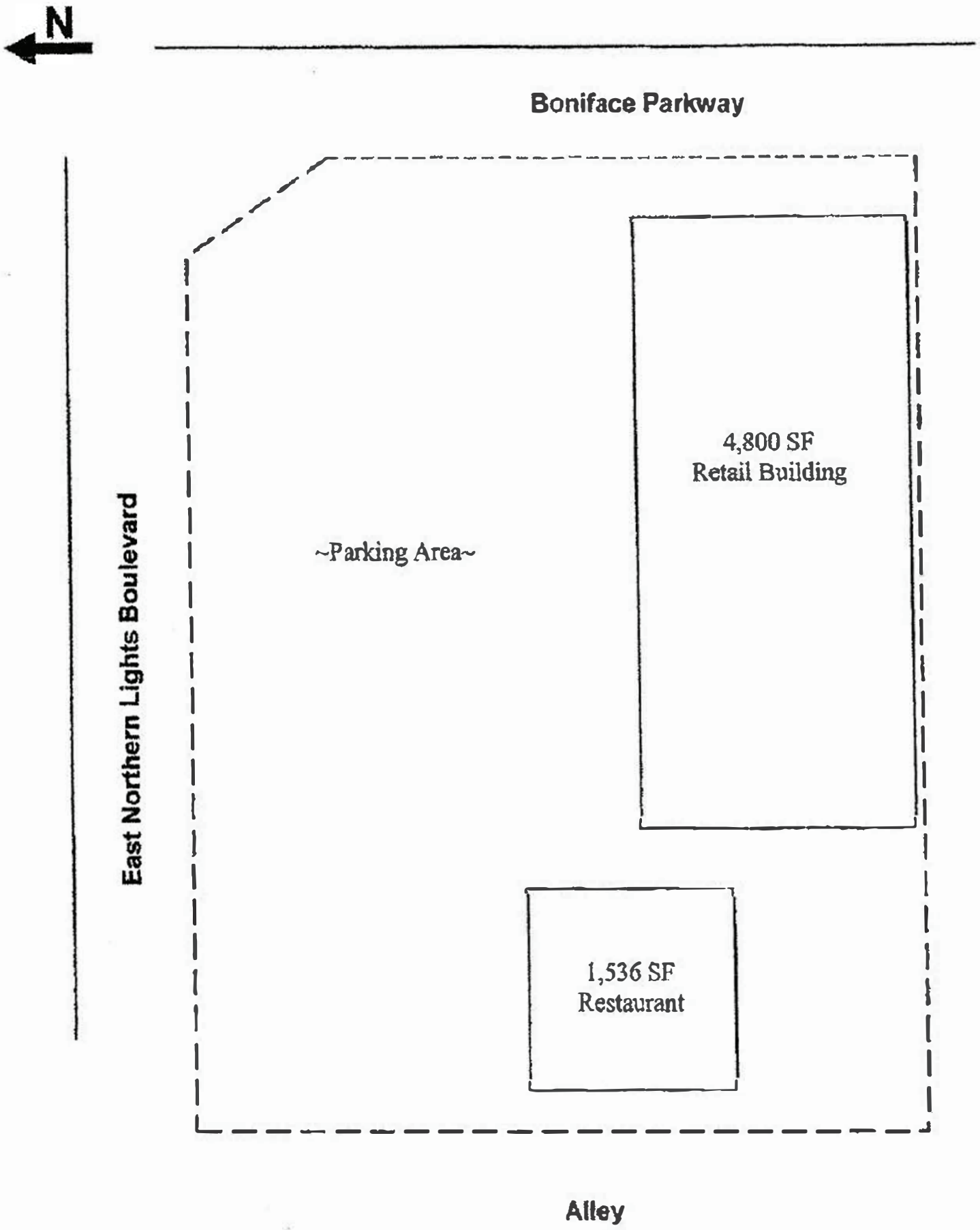
Copy of drawing of Building attached here.

License #43539 dba The Spot LLC

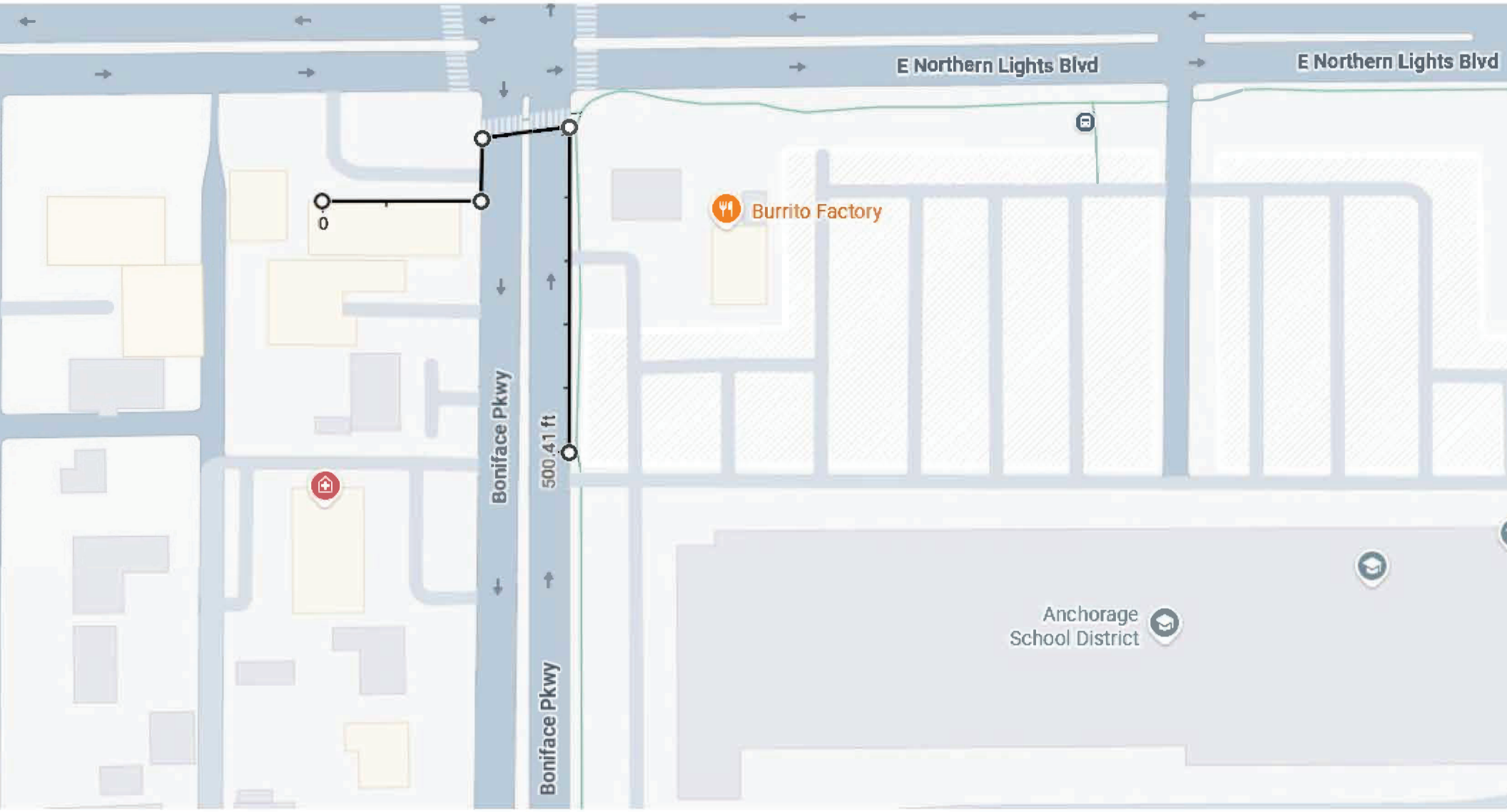


5430 East Northern Lights Boulevard, Anchorage, Alaska
Tract A and Lot 1, Block 1 of College Heights Subdivision

License #43539 dba The Spot LLC



License #43539 dba The Spot LLC



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

Operating Plan Supplemental
Form MJ-03: Retail Marijuana Store

Why is this form needed?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, 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 the 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 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
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal
- Walk-up or drive-through exterior window pick-up service

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer application for a retail marijuana store license will be considered complete.

Section 1 – Establishment Information

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

Licensee:	The Spot LLC	**MJ License #:**	3a-43539
License Type:	Retail		
Doing Business As:	The Spot LLC		

Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

Every shipment of marijuana and marijuana products arriving will be thoroughly inspected by the on-site manager before it can be accepted and added to store inventory. The manager will cross-check the shipment against the transport manifest, shipment labels, and packaging labels to guarantee complete consistency. All products will be weighed by the on-site manager to verify that the actual weight matches what is listed on the manifest and labels. Any shipment with discrepancies will be rejected. Shipments that pass this initial inspection will be accepted into the facility, logged into Metrc and the point-of-sale (POS) software, and moved into store inventory storage or retail display cases. To maintain inventory accuracy, the on-site manager will reconcile all daily sales transactions from the POS software with the physical inventory on hand and Metrc at the close of each business day, allowing any discrepancies to be identified and resolved immediately. When customers arrive, a staff member will greet them at the store entrance to verify their ID and check for signs of impairment. Once cleared, customers can enter the sales floor, where the sales team will greet them, answer any questions, provide menus, and help them browse available products. All purchases take place at the POS station, and customers are guided directly to the exit once their transaction is complete. To ensure strict compliance all employees will be trained on regulatory transaction quantity limits and required exit packaging rules.

Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 3 – Exterior Window Service Operating Plan

3.1. Describe how you will comply with the requirements set forth in 3 AAC 306.380 and 3 AAC 306.715. Your response must include include policies and procedures regarding video surveillance, ID verification, display of marijuana or marijuana products, security features including alarm systems and locks, measures to prevent consumers from unlawfully accessing marijuana and funds through the exterior window and licensee control of the area outside of the exterior window.

There will not be any exterior window service.

.

Read each statement below, and then sign your initials in the corresponding box to the right [if applicable]:	Initials
I have included a title, lease or other documentation showing sole right of possession to the additional area(s), including the exterior window area, if the additional area(s) are not already part of my approved licensed premises.	JH
I certify the area immediately outside the walk-up or drive-through exterior window does not include any public property including public streets, public sidewalks, or public parking lots.	JH
I certify I have read, understood and will comply with all requirements set forth in 3 AAC 306.380, 3 AAC 306.715 and 3 AAC 306.720.	JH

Section 4 – Prohibitions

Review the requirements under 3 AAC 306.310.

4.1. 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:

All customers must enter through the front entrance, where an employee will inspect their ID. Clear signs will be posted on both the front entrance door and the door leading into the retail area, stating that the facility will not sell marijuana products to anyone under the influence of alcohol or other drugs. Every employee will be trained to identify signs of impairment. The employees will carefully observe all guests for potential impairment. If an employee suspects a customer is impaired at check-in, the customer will be asked to leave and return at a later date. Employees will ensure any removed individual has a safe way home, such as a designated ride or a called taxi, before they depart. If necessary law enforcement may be called.

4.2. I certify that the retail marijuana store will not:	Initials
a. 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; or in violation of 3 AAC 306.380.	JH
b. Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet; other than as permitted under 3 AAC 306.380.	JH
c. Offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;	JH
d. Offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or	JH
e. Allow a person to consume marijuana or a marijuana product on the licensed premises, except as allowed under 3 AAC 306.370.	JH

Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 5 – Signage and Advertising

Review the requirements under 3 AAC 306.365 and 306.770. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365. JH

5.2. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that: JH

a. **Is false or misleading;** JH

b. **Promotes excessive consumption;** JH

c. **Represents that the use of marijuana has curative or therapeutic effects;** JH

d. **Depicts a person under the age of 21 consuming marijuana; or** JH

e. **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.** JH

5.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. **Within 1,000 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;** JH

b. **On or in a publicly owned or operated property;** JH

c. **Within 1,000 feet of a substance abuse or treatment facility.** JH

Section 6 – Displays and Sales

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

During business hours all marijuana products are kept in display cases and cabinets out of customer reach, accessible only by employees. All items on the shopping floor are strictly for display. Retail agents will assist, educate, and answer questions about displayed products and pricing. Once a customer selects their items, an employee fulfills the order from behind the checkout counter. Products are either prepackaged in compliant containers or displayed in "deli-style" glass jars labeled by strain batch. For deli-style sales, the agent weighs the chosen flower at the counter using a certified scale, registers the purchase in the POS system, seals the product in a child-resistant container, and prints the required packaging label. The retail floor, lobby, display cases, and checkout counters are continuously recorded by 24-hour video surveillance to capture every transaction and clearly identify all individuals. The on-site manager and video system monitor employees in the retail space to ensure full compliance with opening/closing routines, display rules, and inventory tracking. Only products properly packaged and labeled in compliance with state and local laws are eligible for display and sale. Before leaving the store, all purchased items must be placed inside a fully opaque exit bag or concealed within the customer's opaque purse, pocket, or backpack.

Section 7 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

7.1. 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):

Managers will inspect and approve all marijuana product packaging and labeling before sale. Upon delivery, the daily manager will be check products for overall quality, consistency with the transport manifest, and proper labels. Edibles and concentrates from manufacturers will also be inspected for contamination and required testing. The transport manifest must correctly detail the supplier's name and license number, delivery date, start/arrival times, strain and batch info, driver name/handler card verification, and total product weight. Labels must display the supplier's name and license number, production lot and batch number, strain name, net product weight (excluding packaging), packaging date, and expiration date. Once approved by the manager, the inventory is formally accepted into Metrc and the POS system with all required Marijuana Control Board (MCB) data. All transfer documents and shipment data will be logged in Metrc and kept on-site.

7.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

Retailer: The Spot LLC License #: 3a-43539
Cultivator: License #:
Harvest Batch: Package #:
Net Weight: xx OZ (xx g) Strain:
Testing Facility: License #:
THC: THCA: CBD: CBN:
Microbial Test: PASSED
Fungicide: Pesticides: Herbicides:
Fertilizers: Soil Amendments:
A) "Marijuana has intoxicating effects and may be habit forming and addictive."; (B) "Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence."; (C) "There are health risks associated with consumption of marijuana."; (D) "For use only by adults twenty-one and older. Keep out of the reach of children."; (E) "Marijuana should not be used by women who are pregnant or breast feeding."



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 8 – Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

8.1. 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, as required by 3 AAC 306.350(a):

No one under the age of 21 is permitted on the premises at any time. All customers and visitors must enter through a single front entrance and present valid, government-issued photo identification proving they are 21 or older. Anyone failing to produce a valid ID will be refused entry, regardless of how old they appear. An unexpired, unaltered passport.An unexpired, unaltered driver's license, instruction permit, or ID card from any U.S. state. Employees are trained to check IDs by tilting the card in the light to check for holograms, foils, or state icons, carefully matching the photo to the cardholder,and looking for any signs of forgery. There will be an ID guide on hand to help recognize and verify out-of-state and international IDs. If an employee suspects someone on the property is under 21, they have the authority to refuse access or sales and will have the individual immediately escorted off the premises.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

8.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area. JH

Section 9 – Waste Disposal

Review the requirements under 3 AAC 306.740.

9.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Disposal of marijuana and related products will only be allowed under specific regulatory conditions. Products identified as contaminated, spoiled, expired, or any item designated as waste by ownership, management, the MCB, AMCO enforcement, or the AMCO director will be disposed of according to all local and state laws. All marijuana waste is stored separately from active inventory in a locked container on the premises. Management sends an email notification to AMCO enforcement at least three (3) days before rendering any waste unusable. Waste is ground and thoroughly mixed with non-marijuana compostable or non-compostable materials (such as food waste, cardboard, paper, and yard waste) until the final mixture is no more than 50% marijuana waste. The business will maintain an official log to record details for all waste, including product type, reason for disposal, date rendered unusable, disposal date, and final destination, as well as logging waste in the inventory tracking system.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification. JH

Jason Heilig
Printed name of licensee

Jason Heilig Digitally signed by Jason Heilig Date: 2026.08.10 23:23:56 -08'00'
Signature of licensee

Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

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-08: Local Government Notice

Why is this form needed?

A local government notice 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 marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer 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:	The Spot LLC	**License Number:**	3a-43539		
License Type:	Retail				
Doing Business As:	The Spot				
Premises Address:	5440 E Northern Lights Blvd Ste 101				
City:	Anchorage	**State:**	AK	**ZIP:**	99504

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 (LG) official(s) and community council (if applicable):

Local Government(s): Municipality of Anchorage Date Submitted: 8/10/26

Name/Title of LG Official 1: Miranda Honest Name/Title of LG Official 2: n/a

Community Council: UMed / Tudor Community Council Date Submitted: 8/10/26
(Municipality of Anchorage and Matanuska-Susitna Borough only)

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

JH

Jason Heilig
Printed name of licensee

Jason Heilig Digitally signed by Jason Heilig Date: 2026.08.10 10:23:08 -08'00'
Signature of licensee

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-09: Statement of Financial Interest

Why is this form needed?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) 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 Anchorage office by each proposed licensee 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:	The Spot LLC	**License Number:**	3a-43539		
License Type:	Retail				
Doing Business As:	The Spot				
Premises Address:	5440 E Northen Lights Blvd Ste 101				
City:	Anchorage	**State:**	AK	**ZIP:**	99504

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jason Heilig		
Title:	Manager		
SSN:	[redacted]	**Date of Birth:**	[redacted]

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-09: Statement of Financial Interest

Section 3 – Certifications

You must be able to certify the statements below. Read the following and then sign your initials in the boxes to the right:	Initials
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.	JH
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.	JH
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*	JH
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.	JH

Jason Heilig
Printed name of licensee

Jason Heilig Digitally signed by Jason Heilig Date: 2026.08.10 10:01:06 -08'00'
Signature of licensee

COR

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-4/21/2026 9:30:53 AM

1 - Entity Name

Legal Name: The Spot LLC

2 - Purpose

Any Lawful Purpose

3 - NAICS Code

459991 - TOBACCO, ELECTRONIC CIGARETTE, AND OTHER SMOKING SUPPLIES RETAILERS

4 - Registered Agent

Name: Jason Heilig

Mailing Address: 189 e nelson Ave #107, wasilla, AK 99654

Physical Address: 12975 W horizon way, Houston, AK 99694

5 - Entity Addresses

Mailing Address: 189 e nelson Ave #107, wasilla, wasilla, AK 99654

Physical Address: 12975 W Horizon Way, Houston, AK 99694

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Jason Heilig			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Jason Heilig

Alaska Business License # **2234257**

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

The Spot LLC

is licensed by the department to do business as

The Spot LLC

189 E Nelson Ave #107, Wasilla, AK 99654

for the period

April 21, 2026 to December 31, 2027
for the following line(s) of business:

44-45 - Retail 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.

Julie Sande
Commissioner

The Spot LLC
189 E Nelson Ave #107
Wasilla, AK 99654

OPERATING AGREEMENT OF THE SPOT LLC

This Operating Agreement (the "Agreement") is entered into and effective as of 1 August 2026, by and among the Members listed below, pursuant to the **Alaska Revised Limited Liability Company Act (AS** 10.50).

ARTICLE I: COMPANY

FORMATION

1.1 **Name.** The name of the limited liability company is **The Spot LLC** (the

"Company").

1.2 Principal Office. The principal office of the Company is located at: 5440 E Northern Lights Blvd, Suite 101, Anchorage AK 99504

1.3 Registered Agent. The initial Registered Agent is **Jason Heilig,** located

at: 189 E Nelson Ave #107, Wasilla, AK 99654.

1.4 Purpose. The purpose of the Company is to engage in any lawful business

purpose for which LLCs may be organized under the laws of the State of Alaska.

1.5 Term. The Company shall commence on the filing of the Articles of Organization

and shall continue strictly until dissolved by unanimous vote of the Members or by operation of law.

ARTICLE II: **MEMBERS AND CAPITAL CONTRIBUTIONS**

2.1 Members. The Members, their

addresses, and their Ownership Interests

are as follows:

Jason Heilig

189 E Nelson Ave #107, Wasilla, AK 99654

100%

2.2 Capital Contributions.

The Members have contributed the following to the capital of the Company in

exchange for their ownership interests:

• **Jason Heilig:** Contribution of Labor/Services valued at **$10,000.**

Note regarding Alaska Statute 10. 50.280: By signing this Agreement, the Members acknowledge and agree that the labor/ services described above have been provided or are contractually obligated to be provided as valid consideration for their interest in the Company.

ARTICLE Ill: MANAGEMENT AND VOTING

3.1 Management. The Company shall be **Member-Managed.** All Members shall have the authority to act on behalf of the Company and participate in day-to-day management.

3.2 Voting Power. Voting power is not based on ownership percentage. Instead, voting shall be based on a **"One-Person One-Vote"** system. Each Member holds one (1) vote regardless of capital contribution.

3.3 Unanimous Consent Required. Notwithstanding the default rules of Alaska law, ALL decisions concerning the Company-including but not limited to day-to-day operations, expenditures, borrowing money, and admitting new members require a **Unanimous Vote** (100% agreement) of the Members.

ARTICLE IV: DISTRIBUTIONS AND TAXATION

4.1 Tax Classification. The Members acknowledge that the Company has selected to be taxed as an **C-Corporation** under the Internal Revenue Code. The Company shall treat all Members as shareholders of a single class of stock.

4.2 Allocations of Profits and Losses. Net profits and net losses shall be allocated to the Members strictly in proportion to their Ownership Percentages (50/50).

4.3 Distributions. Cash or other assets available for distribution shall be distributed to the Members strictly in proportion to their Ownership Percentages.

4.4 Timing of Distributions. Distributions shall be made at such times and in such amounts as determined by a vote of the Members.

ARTICLE V: TRANSFERS AND BUYOUTS

5.1 Restriction on Transfer.

No Member may sell, assign, pledge, or transfer their interest in the Company without the written consent of the other Member.

5.2 Right of First Refusal. If a Member ("Selling Member") receives a bona fide offer to purchase their interest from a third party, the Selling Member must first offer that interest to the Company and the other Member ("Purchasing Member") on the same terms and conditions. The Purchasing Member has thirty (30) days to exercise this right.

5.3 Valuation. For the purposes of a buyout, death of a member, or internal transfer, the value of the Company shall be determined by an **Agreed Value.**

• The Members shall meet at least once per year to agree upon and record the value of the Company in the meeting minutes.

• If the Members have not agreed upon a value within the last 18 months prior to the triggering event, the value shall be determined by an independent appraiser agreed upon by the Members.

ARTICLE VI: DISPUTE RESOLUTION

6.1 Dispute Resolution. In the event of a deadlock or dispute arising out of or relating to this Agreement that cannot be resolved by the Unanimous vote required in Section 3.3, the Members agree to submit the dispute to binding arbitration.

• The arbitration shall be conducted in **Alaska** in accordance with the rules of the American Arbitration Association or a mutually agreed private arbitrator.

• The decision of the arbitrator shall be final and binding on all parties.

ARTICLE VII: MISCELLANEOUS

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

7.2 Amendment. This Agreement may only be amended by a written document signed by all Members.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of

the date first written above.



Jason Heilig, Member

ANCHORAGE DAILY NEWS

AFFIDAVIT OF PUBLICATION

ACCOUNT #: 112396 CAMPAIGN #: 57010 COST: $605.00

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

Lisi Misa
being first duly sworn on oath deposes and says that she is a representative of the Anchorage Daily News, a daily newspaper. That said newspaper has been approved by the Third Judicial Court, Anchorage, Alaska, and it now and has been published in the English language continually as a daily newspaper in Anchorage, Alaska, and it is now and during all said time was printed in an office maintained at the aforesaid place of publication of said newspaper. That the annexed is a copy of an advertisement as it was published in regular issues (and not in supplemental form) of said newspaper on

Aug. 16, 23, 30/2026

and that such newspaper was regularly distributed to its subscribers during all of said period. That the full amount of the fee charged for the foregoing publication is not in excess of the rate charged private individuals.

Signed Lisi Misa

Subscribed and sworn to before

me this 31st day of August, 2026.

Kristina R. Wladkowski

Notary Public in and for
The State of Alaska.
Third Division
Anchorage, Alaska
MY COMMISSION EXPIRES
01/23/2029

KRISTINA R. WLADKOWSKI
ELECTRONIC NOTARY PUBLIC
STATE OF ALASKA
MY COMMISSION EXPIRES JAN. 23, 2029



ALLEN J. SCHABEN / Los Angeles Times archive 2024

A 30-foot decomposing gray whale was likely washed ashore by storms in Bolsa Chica State Beach in Huntington Beach in February 2024.

NORTH PACIFIC

Environmental groups take steps to sue to compel new protections for declining gray whale population

Yereth Rosen
Alaska Beacon

Amid a decade of die-offs and a sharp decline in the population of gray whales that swim along the Pacific coast of North America, three environmental groups are preparing to sue the Trump administration over its failure to bring back Endangered Species Act protections for the animals.

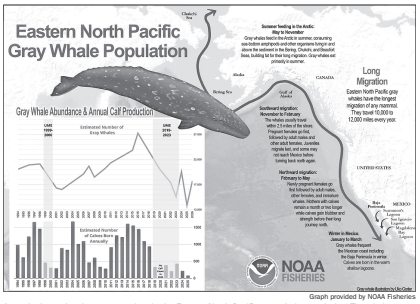
The Center for Biological Diversity, the International Marine Mammal Project and Oasis Earth on Tuesday submitted a notice of intent to sue the National Oceanic and Atmospheric Administration over gray whale protections.

Oasis Earth submitted a petition a year ago to NOAA Fisheries for a threatened or endangered listing to be granted to the Eastern North Pacific gray whale population. But the agency neither issued a 90-day finding on the petition's validity nor a 12-month finding on the population's status, as required under the law, the groups' notice said.

With its population halved over the past decade, the gray whales' situation is dire, the groups said. Lapses in Endangered Species Act action put the whales "at greater risk of extinction," their notice said. "These delays contribute to the decline of the gray whale population."

A notice of intent to sue, which is filed at least 60 days before a complaint is filed, is required under the Endangered Species Act.

The Eastern North Pacific gray whale population was estimated at about 27,000 in the 2015-2016 period. Last year, the population fell to about 12,890, one of the lowest levels since counts began in the late 1960s, according to NOAA Fisheries. This year's count indicated a bit of a rebound, with a median estimate of 17,750 animals, the agency said last month.



Graph provided by NOAA Fisheries

A graph shows the changes over time in the Eastern North Pacific gray whale population. The whales were delisted from endangered species protections in 1994. The population rose to a peak abundance of about 27,000 whales around 2016. They have since declined. NOAA Fisheries declared an unusual mortality event in response to hundreds of strandings from 2018 to 2023. Estimated calf production has remained low since then, according to NOAA Fisheries.

Despite that increase, Endangered Species Act protections are still needed, the environmental groups said.

"We've lost half of these Pacific gray whales in just a decade. It couldn't be clearer that the population needs protections, but we're just getting silence from the Trump administration as the crisis unfolds," said Miyoko Sakashita, oceans director at the Center for Biological Diversity.

"Gray whales are washing up dead all along the West Coast, and if federal officials keep dragging their feet, it could be too late for the species," she said. "These majestic whales are starving and they face other threats we need to fix to save these creatures from extinction."

Agency spokesman Michael Milstein declined to comment Tuesday on the environmental groups' notice. He cited NOAA's policies on pending litigation.

The Eastern North Pacific gray whale population has been struck by die-offs for several years, with beached animals found from Mexico to Alaska. NOAA determined that deaths from 2018 to 2023, with 690 documented cases, constituted an "unusual mortality event," a finding that justifies further research. After a brief lull, the gray whale die-offs picked up.

There were 179 gray whales found dead last year along the Pacific coast, according to NOAA. This year's toll has already exceeded that. As of Tuesday, 187 had been found dead this year, including 22 in Alaska, Milstein said.

The emaciated condition of the dead whales has supported scientists' contention that the die-offs are tied to climate change. The whales spend summers feeding in Arctic and subarctic waters off Alaska, and long-term warming and changes in sea ice have affected supplies of the high-fat prey that gray whales need, scientists say.

Climate change and the resulting loss of suitable prey is the main threat facing the gray whales, the environmental groups said in their notice. But there are other threats, including ship strikes and entanglements in fishing gear and marine debris, the notice said.

A recent NOAA Fisheries report cites 31 documented cases of gray whale entanglements in fishing gear in Alaska from 1990 to 2024.

Eastern North Pacific gray whales were previously protected under the Endangered Species Act, but they were delisted in 1994 following a population increase that scientists attributed to the end of commercial whaling.

That delisting was premature, the environmental groups argue in their notice of intent to sue.

Originally published by the Alaska Beacon, an independent, nonpartisan news organization that covers Alaska state government.

AVIATION

Plane hit trees prior to crash into water near Seldovia's airport

Chris Aadland and Zaz Hollander
Associated Press

Authorities say Wednesday's crash of a small plane in the Kenai Peninsula community of Seldovia occurred during an aborted landing when the plane hit some trees.

The pilot was an Anchorage resident who once served as Bethel's mayor. Alaska State Troopers identified the three passengers as California residents.

The Piper PA-24 crashed in Seldovia Slough just after 1:15 p.m. Wednesday, troopers said in an online statement.

The crash was the second deadly aviation incident in Alaska in a week's time: eight people died last Thursday when a Security Aviation charter went down near a remote radar site on the Bering Sea coast in Southwest Alaska.

Investigators say both crashes occurred after missed landing attempts.

Troopers identified the pilot as 68-year-old Anchorage resident Eric Middlebrook, a former Bethel City Council member and mayor, and the passengers as 65-year-old Ronald Schmidt, 20-year-old Lance Schmidt and 82-year-old Daniel Simons.

Middlebrook was landing from the north to the south, toward the slough, when he aborted the landing and tried to climb out, according to Clint Johnson, Alaska region chief for the National Transportation Safety Board. The procedure is known as a go-around.

"That's when the accident took place," Johnson said. "In the process of the go-around, they struck trees and ultimately fell into the slough."

The information about the crash came from witnesses, he said. Numerous people saw or heard the plane go down. Video taken in the immediate aftermath shows several people who jumped into the water to try to rescue anyone trapped in the aircraft.

An initial report from the Federal Aviation Administration database stating that the crash occurred on takeoff was not accurate, investigators say. The flight was a personal trip, rather than a commercial booking, according to federal records.

Seldovia, a small city accessible only by boat or plane, is located across Kachemak Bay from Homer.

The plane crashed near Seldovia's airport and was submerged in 13 to 17 feet of water, Johnson said.

Troopers responded on a patrol vessel and dispatched a helicopter from Anchorage. They were only able to get to the submerged wreckage when the tide went out at about 6:30 p.m. Wednesday, troopers have said. They extracted the four bodies then.

Middlebrook, who also operated a commercial refrigerator business, and Ronald Schmidt were brothers, the Associated Press reported. Middlebrook was an experienced pilot who had flown for decades to rural Southwest Alaska villages to conduct cooler and refrigerator repairs.

Beginning in 2006, Middlebrook served a three-year term as Bethel's mayor, the AP reported. He had recently moved to Anchorage after decades in Bethel.

He still owned properties in Bethel and was "the main refrigeration man for the region," former city councilor Beverly Hoffman said in an email.

The State Medical Examiner Office will conduct an autopsy.

An NTSB investigator was expected to arrive in Seldovia on Thursday. The agency has contracted a helicopter to lift out the plane, Johnson said. That can only be performed when the tide gets low enough Thursday evening, he said.



AFD photo via Facebook

The Anchorage Fire Department responds to a fire in a mobile home at Klevin Street and East Fourth Avenue on Thursday morning.

ANCHORAGE

AFD: Family of 6 taken to hospital after fire in mobile home

Anchorage Daily News

Six people, including several children, were treated at a hospital following a fire Thursday morning at a mobile home unit in East Anchorage, officials say.

The fire was reported around 9:15 a.m. in a unit on East Fourth Avenue, according to a mobile application that tracks Anchorage Fire Department calls. Nineteen units responded.

Medics treated the family outside the home and took all of them to a hospital, according to department spokesperson Megan Peters. An update on their status wasn't immediately available.

The family included three young children, Peters said.

The cause of the fire remains under investigation.

ANCHORAGE

Municipal garbage truck driver injured in Midtown Anchorage collision, officials say

Anchorage Daily News

The driver of a municipal garbage truck was injured in a collision with an SUV in Midtown Anchorage Thursday morning, officials say.

The SUV was traveling east on Benson Boulevard when it struck the truck, traveling south on the Seward Highway, according to Anchorage Police Department spokesperson Gina Romero. She described the truck driver's injuries as not life-threatening.

Municipal Solid Waste Services officials said the driver was able to get out of the truck with help from Anchorage Fire Department crews, according to a Facebook post. The driver was taken to the hospital.

The wreck briefly closed the southbound lanes of the Seward Highway.

No citations had been issued as of Thursday afternoon, Romero said. Asked if one of the vehicles had run a red light, she said police are still determining the specifics of the collision.

ANCHORAGE DAILY NEWS
Alaska's marine mammal troops, 65 years after his death
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Dimond Center, LLC is making application for a new Sporting Activity or Event License AS 04.09.270 liquor license, doing business as Dimond Bowl, located at 800 E Dimond Blvd, #3-023, Anchorage, AK 99515. Interested persons should submit written comment to their local governing body, the applicant, and to the Alcoholic Beverage Control Board at 550 West 7th Ave., Suite 1600, Anchorage, AK 99501, or alcohol.licensing@alaska.gov, and JDW Counsel – Attorney Jana D. Weltzin, Esq., at jana@jdwcounsel.com or to 901 Photo Avenue, Second Floor, Anchorage, AK 99503.

The Spot LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #43539,doing business as The Spot LLC, located at 5440 E Northern Lights Blvd Suite101, Anchorage, AK, 99504, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at https://www.commerce.alaska.gov/web/amco. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

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Anchorage Daily News - 08/23/2026

EDUCATION

In Mat-Su, neighborhood schools double as community hubs. Closing them has sweeping impacts.

Amy Bushatz
and Emily Forstner
Mat-Su Sentinel



Photos by ELISE GIORDANO / Mat-Su Sentinel

A parent and student walk through Larson Elementary School's empty halls during an end-of-year school party on May 20.



Leftovers from a school food bank sit at the front entrance at Meadow Lakes Elementary School during a school closure event on May 13.

TALKEETNA — LouAnne Carroll-Tysdal knew some children in her rural Mat-Su community sometimes went hungry. But the problem hit home when her granddaughter returned hungry from a sleepover.

Her friend's family, she said, couldn't always eat when they wanted because they wouldn't have enough for later.

"She told me a story about the friend's house she went to, where they had to be very careful about what they ate because there wasn't much food in the cabinet — it came out in bits and pieces," Carroll-Tysdal said. "Her friend also didn't do well participating in sports because she didn't have food for meals."

The experience is one of the reasons Su Valley Jr./Sr. High School is now home to the Upper Susitna Food Pantry's no-questions-asked food closet, a program overseen by Carroll-Tysdal, who now serves as the nonprofit's executive director. About 50 of the school's approximately 230 students regularly use the pantry, taking bags of food home for their families, she said.

Basic nutrition is just one way school communities across the Matanuska-Susitna Borough School District support the families and neighborhoods around them.

But it's not the only way. In many parts of Mat-Su, school buildings also serve as de facto community centers, providing space for after-school sports clubs, religious groups, voting booths, public meetings and other vital points of civic connection.

That role has grown increasingly important, organizers and user groups said, following the budget cuts and falling enrollment-fueled closures of Glacier View School and Meadow Lakes and Larson elementary schools last year, and the looming possibility of more to come.

Statewide, nine additional schools closed this year under similar funding and enrollment pressure, bringing to 28 the total school closures across the state over the last three years.

Preserving a community space

Just off the Matanuska Glacier, 61 miles from the nearest grocery store in Palmer, student handprints and artwork still adorn the walls of the Glacier View Community Center, months after the rural enclave's only school was converted into a community space.

The Mat-Su Borough School District closed the facility at the end of the 2025-26 school year amid declining enrollment and a funding crunch. About 10 students had to find other ways to attend school. Most turned to homeschooling rather than ride a bus more than an hour to another district school, former staff members said in an interview last month.

In May, the Mat-Su Borough Assembly voted to hire a part-time manager and reopen the building for community use. It is the only borough service funded by taxpayers in an area where property owners say they collectively contribute more than $500,000 to Mat-Su's areawide property tax pool.

The building is the only publicly owned facility where the community of about 350 can gather, said Amber Allen, a former administrative secretary at the school who also worked as a lunch monitor and substitute teacher. It serves as a polling station and an emergency shelter, and hosts community council sessions, movie nights, student recitals and other meetings. Residents recently met there to discuss a proposed hydroelectric project they say could have a dramatic environmental impact on the area.

"It really is kind of like the epicenter of the community," Allen said. "Let's say we didn't have the school building to house the elections — where would we go?"

The assembly approved $140,000 to keep the building open with a part-time employee until next July, when the funding cycle resets.

But residents are still grappling with how the facility should be run, how often it should be open for free public access, when and how people can borrow books left behind by the school district, and whether community members should have to pay to use the building.

Allen and other community members worry that unless they demonstrate the center's value through active use before budget debates resume in the spring, the assembly could eliminate its funding.

"We have until then to figure out what we're doing, and how the heck we're going to do it," she said.

Creating positive connection points

While Glacier View is the only Mat-Su school officially operating as a community center, it is not the only school building that functions as one, district Superintendent Randy Trani said.

"There's this history that communities have with those facilities," he said. "They serve a community purpose that is additional to just a K-12 school."

Despite the system's $25 million in cuts and school closures this year triggered by lagging state funding and falling enrollment, Trani recently created two public affairs positions to better highlight what he sees as the good things happening across the district and build community support for the school system, he said.

"Negativity sells, and the algorithms feed it to us," he said. "We are making a really concerted effort district-wide to just flood the airwaves with the thousands of good things. … The world has changed, where if we don't change with it, one of the consequences is we'll close more schools because we don't have good messages out there."

The district's facility rental program offers another way to connect schools with the broader community by making school buildings available as affordable rental spaces, Trani said.

The district charges fees to help cover wear and tear and cleanup. They range from $12 to $60 per event, plus $30 per hour for janitorial support, depending on the space rented and whether the user is a nonprofit organization.

During the 2025-26 school year, the district logged 740 rentals from a wide variety of organizations, though officials said the actual number was likely higher because some rentals were arranged directly with individual schools and not officially registered.

One registered user is Radiant Church, a Protestant congregation that rents Teeland Middle School for Sunday morning services. Pastor Caleb Richardson said using the space comes with challenges, including weekly setup and teardown, but saves the congregation the expense of owning a facility it would use for only a few hours each week.

Radiant was one of more than a dozen religious groups that rented district facilities during the 2025-26 school year, according to district data. Richardson said his congregation of about 300 people, which has also rented space at Valley Pathways and Palmer High School, is grateful for the opportunity to use school buildings as community spaces and looks for ways to give back. The church now has a barbecue trailer it uses to provide free food at school gatherings across the area and hopes to expand its community outreach over time, he said.

"One of the things the church is — it's a community of people. I don't think it's meant to be isolated," he said. "We're meant to be in the city for the city. We exist here, so how can we serve?"

That sense of connection between schools and their communities is not as common elsewhere, Richardson said. Before starting the Mat-Su congregation, he helped launch similar churches in Juneau and Fairbanks, where he said the process to rent schools was more difficult.

"When we moved here, one of the things that was so encouraging is that schools and community seem to be more tied together," he said.

Supporting neighbors through sports

While churches and religious groups use school buildings to provide spiritual connections, other organizations rent them to serve local youth in a different way: sports.

Across Mat-Su, at least 50 youth and adult sports organizations have rented a school facility or field since 2023, accounting for nearly 1,100 games, practices or sports-related meetings as of July, according to district data. Organizations request space through the district's online reservation system.

Before it closed last spring, Larson Elementary School fielded at least 50 sports-related event requests during that period. Nearly half came from youth baseball programs, with the remainder spread across tennis, fast-pitch softball, basketball, volleyball and soccer.

Extracurricular sports are important for youth because they teach kids how to work through success and failures in a supportive setting, said Dave Combs, president of the Palmer Little League and Alaska Glacier Bears baseball.

"It's learning how to deal with that," Combs said. "If you don't learn it here, where else in this community do you learn that? That's grit. That's perseverance."

The schools give sports an affordable place to do that, Combs said. Larson's central location along the Bogard corridor worked for Glacier Bears families across the Valley in a way other sites don't. About 90 kids ages 10 to 14 belong to the competitive youth baseball program, which feeds directly into high school athletics, he said.

"Those winter sports that need the gyms get the priority, which they should. I have zero issues with that. But it also limits the places for us to even practice," Combs said.

Tennis Afterschool Zone, or TAZ, was also a frequent user of Larson's facilities. Jacob Rankin, regional manager of Recreational Tennis Alaska, said TAZ caps each weekly class at 20 kids. The program at Larson routinely came close to that limit, drawing roughly 40 kids across its sessions last fall, he said.

Rankin said TAZ is more interested in getting a racket in kids' hands than building a competitive youth team.

"Especially on the recreational side, tennis is a very social thing. It's low stakes, especially at the beginning," Rankin said. "We all feel a little more social when we're active. The isolation is a real threat that we have today."

Rankin said his organization, like others, begins requesting winter gym space in early summer. He discovered Larson might not be available only after he started the process last month. Without that space, he expects closer to 30 kids total across the Valley's remaining TAZ sites.

Larson's building reopened to students this week as the new home of Birchtree Charter School. While Mat-Su charter school facilities have not typically been available for after-hours rentals, district officials said Birchtree's new location will be. The rebranded facility was not yet listed in the district's reservation system at this time of this story, although both Larson and Meadow Lakes were still listed as of early this month.

Rankin said the uncertainty created by school closures and confusing rental information extends beyond a single building. Larson isn't the only school the district has closed, and it may not be the last, he said.

"What happens to our competitive sports programs? What happens to our youth programs?" Rankin said. "Where do the kids go?"

Feeding the community

When Meadow Lakes Elementary School hosted a final party before closing for good last year, staff placed the remnants of its food pantry on a table outside the front door so families could take what they needed one last time. The program was a passion project for the school's counselor, former Meadow Lakes staff said. As of this week, it had not moved to a new school location.

Other schools, such as Su Valley, also host informal food closet programs stocked by volunteers, staff and administrators to keep students fed so they can grow and focus on learning, organizers said.

Just where they are and how often they function is not tracked by the district because the programs operate on a school-by-school basis, administrators said. They are available to the district's thousands of full-time students, and hundreds of homeschool students who visit the buildings for activities or to take individual courses.

Nearly 17% of children in Mat-Su are considered food insecure, according to 2024 estimates from nonprofit Feeding America, the latest available. That rate was on the low end compared to the state's other large districts. The rate was 19.6% in Kenai, 18.8% in Fairbanks, 18.4% in Anchorage and 16.4% in Juneau.

The district's nutrition services program uses federal subsidies to provide free and reduced-price meals during the school year and free food boxes at stops around Mat-Su during the summer.

More than 6,800 students received free or reduced-price meals on school days during the 2025-26 school year, the latest date for which data is available. And this year, nine district schools with about 1,500 students will give both breakfast and lunch for free each day under a federal nutrition program.

But volunteers at schools across the district said those programs often aren't enough.

In Wasilla and Palmer, the student-led Sandwich Project distributes hundreds of take-home weekend meals and snacks each year. A brown bag program at schools in Talkeetna, Willow and Trapper Creek, spearheaded by the Upper Susitna Food Pantry, fills a similar gap for students in those communities.

Mat-Su district officials said they don't keep a tally of which schools host such programs because the efforts are informal and vary widely based on local needs.

Back at Su Valley Jr./Sr. High School, Carroll-Tysdal said operating the food pantry inside the school does more than help feed hungry kids — it also provides a point of connection to the broader community.

"When kids come to school, we pretty quickly figure out if they're hungry, if they don't have running water, if they need extra help," she said. "They don't fall through the cracks, because there are programs and pieces throughout this community that are put in place to help those families thrive, and one of the reasons that happens is because they come to a place — one place, the school."

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Elizabeth St. John, a second grader at Larson Elementary, plays with bubbles during the school's farewell luau on May 20.

The Spot LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #43539,doing business as The Spot LLC, located at 5440 E Northern Lights Blvd Suite101, Anchorage, AK, 99504, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at https://www.commerce.alaska.gov/web/amco. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

Dimond Center, LLC is making application for a new Sporting Activity or Event License AS 04.09.270 liquor license, doing business as Dimond Bowl, located at 800 E Dimond Blvd, #3-023, Anchorage, AK 99515. Interested person and should submit written comment to their local governing body, the applicant, and to the Alcoholic Beverage Control Board at 550 West 7th Ave., Suite 1600, Anchorage, AK 99501, or alcohol.licensing@alaska.gov, and JDW Counsel – Attorney Jana D. Weltzin, Esq., at jana@jdwcounsel.com or to 901 Photo Avenue, Second Floor, Anchorage, AK 99503.

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ANCHORAGE

Assembly to rethink its travel policies on heels of George Martinez debate

Bella Biondini
Anchorage Daily News

Questions about the Anchorage Assembly's travel policies have consumed much of the body's time and energy this summer. It's a conversation that will drag on.

Chair Anna Brawley requested an internal audit on Assembly travel and procedures in June, intending to give members clarity on which policies may need adjustment. The anonymization and limited scope of that report, shared with the Assembly on Thursday, elicited more questions than answers.

The timing of the release of the "special travel review" yielded frustration from Jared Goecker, one of the Assembly members who originally proposed a further investigation into East Anchorage representative George Martinez's past business trips. The Assembly did not get a chance to discuss the travel review until the week after the proposal received a failed vote.

"This was germane, in my opinion, to the conversation we were having, and you held it," Goecker said to Brawley during a Rules Committee meeting Thursday.

State regulators fined Martinez in June for campaign spending violations tied to a round-trip Florida flight that he said was related to his reelection campaign. That prompted Goecker and member Donald Handeland to question Martinez's municipal travel history.

The Chugiak-Eagle River representatives released travel records acquired from the Clerk's Office that contained details about Assembly-related work trips Martinez took to New York City and Puerto Rico. They said the records raised "legitimate questions that warrant review."

On Aug. 4, a 6-5 Assembly vote halted a further investigation into Martinez's records.

Rather than singling out one member, the Assembly opted for an analysis of all member travel. According to a letter Brawley shared with the Assembly, the intent of the travel study was to determine if approved Assembly travel followed existing city policy.

Between January 2025 and April 2026, eight Assembly members spent just over $93,000 on 38 separate trips, according to the report. The Assembly chair or vice chair approved all travel through authorization forms prior to the trips.

Each Assembly member receives $24,000 per year with a "use it or lose it" policy, Brawley said. Members can use these "individual spending accounts" for a broad array of purposes including travel, legislative assistants and resident communications.

No Assembly member travel expenses exceeded their allotment during the review period, the report stated.

The presentation Brawley shared redacted individual members' spending data. The graphs showed vastly different spending habits, with one member spending less than $1,000 on travel in 2025, and another logging more than $12,000. Another member spent more than $20,000 on an aide and took no trips.

Last summer, former Chair Chris Constant established a new policy requiring a 60-day preapproval prior to the submission of a travel authorization form. Citing email retrieval challenges, as part of the internal audit review, staff could only confirm Assembly members followed this policy for one trip out of 15 taken.

The travel study included a few details about Martinez's trip to a conference in Puerto Rico last year. The report states Martinez stayed an extra two days after the event ended, which he told the clerk was for "post-conference-related meetings." Martinez did not provide any other information on who he met with or a meeting agenda.

The report contains little other information. Internal Audit Director Alden Thern repeatedly reminded the Assembly the one-and-a-half-page special study was "not a full-blown audit."

"We kind of just looked at it very briefly and said, 'Was everything in the file for these travel things as we would expect that match up to the policies and procedures?' " Thern said.

Thern shared the report with Brawley on July 28, exactly one week before the Aug. 4 Assembly meeting during which the Assembly debated whether to pursue a further investigation into Martinez's travel records.

Brawley held on to it until Aug. 6, two days after the vote, Goecker said.

"You sat on a memo that raised the exact same questions that we were raising as well," he told Brawley.

Brawley said she withheld the memo because, in the case of an active investigation, all of the documents would have gone to attorneys first. She also said she was concerned the report would have "further politicized" the discussion.

Members Yarrow Silvers, Erin Baldwin Day and Goecker plan to request a more complete audit on all Assembly member spending accounts, Silvers said.

On Friday, Goecker said he believes a "tremendous amount" of questions still linger surrounding whether members are using their spending accounts appropriately.

"(The travel policy) needs to be buttoned up," Goecker said.

"It's disappointing the investigation was voted down at the last meeting because it would have brought, I think, a lot more clarity on some of this," he said.

The sponsors hope to introduce a proposal requesting an audit at the Assembly's next meeting Tuesday.

CRIME & COURTS

Owner of shuttered Anchorage RV company ordered to pay fines and restitution

Chris Aadland
Anchorage Daily News

The owner of a former Anchorage motor home rental company that closed amid a wave of consumer complaints and state allegations of deceptive practices was ordered to pay more than $230,000 in fines and restitution this month.

The state Department of Law sued Peter Harkovitch and Alaska Motor Home Inc. in 2024, accusing the business of deceptive practices that included illegally charging customers for deposits, overcharging for taxes and forging at least one customer's signature to charge her credit card for thousands in bogus damage claims, according to the civil complaint.

Harkovitch, according to the document, also had a history of using the company's assets to pay his bills and to make cash withdrawals in places like Las Vegas, Spain and Italy.

In a default judgment issued last week in Anchorage Superior Court, Harkovitch and his shuttered business were ordered to pay $183,000 in fines and approximately $50,400 in restitution to customers who the company had canceled on and were unable to recoup their money through credit card chargebacks, according to online court records.

The ruling was the second time a judge fined the business and its owners for similar conduct.

Alaska Motor Home Inc. and Harkovitch had faced years of criticism when it abruptly closed in 2024 at the peak of Alaska's summer tourism season. The move left hundreds of visitors out thousands of dollars and scrambling for replacements.

The company, which officials said at the time operated a fleet of dozens of RVs, closed in June of that year without refunding customers while also still accepting reservations and payments through that July.

Harkovitch is incarcerated in Florida, where he pleaded guilty to aggravated battery and battery of a law enforcement officer charges, according to a Thursday statement from the Department of Law.



LOREN HOLMES / ADN archive June 2024

RVs are parked in the lot at Alaska Motor Home, an RV rental company, on June 14, 2024 in Anchorage. The state announced it was suing the company that month, alleging that the company engaged in deceptive business practices.

No attorney was listed in online court records for Harkovitch and the closed business.

The lawsuit also named Harkovitch's son, Cole Harkovitch, who coowned the business with his father until he removed his name from the business about a month before the lawsuit. When the business closed in 2024, the son told the Daily News that he was "just one of the people caught in the crossfire."

The son was dismissed from the case in 2025, according to court records.

Wayne Dawson, Cole Harkovitch's attorney, said he was removed from the case because "he had nothing to do with it." Dawson said he was unable to speak further about the case on Friday because he was traveling.

Concerns about the company's business practices date to as far back as 2014, when it accused the Better Business Bureau of harassment for highlighting numerous consumer complaints involving the rental company.

Those complaints ranged from the business not returning deposits for RVs that turned out to be unavailable, sending customers bad refund checks, vehicles being in poor condition and the company charging customers for damage they weren't responsible for.

The father-son duo, and their business, was ordered to pay a $110,000 fine in 2021 in connection to a 2019 lawsuit on accusations of unfair and deceptive practices.

About $10,700 of that fine has been paid, partially through Permanent Fund dividend payment garnishments, according to online court records.

Peter Harkovitch, the Department of Law said in its statement, repeatedly violated the terms of the agreement reached to resolve the case.

In addition to the fines and restitution ordered this week, the state said Peter Harkovitch has been banned from owning a business in Alaska until he can show a court that he would run the enterprise legally and apply business proceeds to restitution debts.

POLITICS

Judge rules in favor of state in appeal over eligibility of candidate who did not report personal finances

Mari Kanagy
Anchorage Daily News

JUNEAU — An Anchorage legislative candidate who didn't report any required personal financial information will remain on the ballot — at least for now — after an Anchorage Superior Court judge ruled in favor of the Division of Elections this week.

Last month, the Alaska Democratic Party filed an administrative appeal against the Division of Elections, challenging the state's decision to allow Republican Jose Tagle to remain on the Aug. 18 primary ballot after he submitted a largely blank financial disclosure form. He filed to run for office on June 1, and is the sole opponent of Democratic Rep. Ted Eischeid in the race for a state House seat representing East Anchorage.

The legal challenge named the Division of Elections, Republican Lt. Gov. Nancy Dahlstrom and Division of Elections Director Carol Beecher, who is also a Republican, as defendants. The two sides presented their arguments before Anchorage Superior Court Judge Josie Garton during a hearing Aug. 7.

On Wednesday, Garton sided with the state, finding the Division of Elections followed state law when the agency declined to investigate a complaint from the Alaska Democratic Party over Tagle's candidacy. Beecher told the party in June that reviewing the accuracy of Tagle's disclosure filing was outside of the Division of Elections' jurisdiction.

Garton ruled that while the Division of Elections is responsible for ensuring candidates file required financial disclosure paperwork on time, the responsibility to investigate the accuracy of the information reported falls on the Alaska Public Offices Commission, the state's campaign finance oversight office.

"The deadline for filing the (public office financial disclosure) is subject to strict compliance and must be enforced by Division of Elections at the time of filing," Garton wrote. "However, the substantive evaluation of whether a disclosure statement's content is accurate or complete ... is a complex, fact-specific inquiry expressly dedicated to the specialized administrative expertise and enforcement of APOC."

But the ruling in the Division of Elections' favor doesn't guarantee Tagle a spot on the ballot in the November general election. Garton's ruling notes APOC already has procedures to address candidates who file incomplete forms and do not correct them within the 30 days allowed under state law.

Alaska law says candidates for public office must disclose all sources of income exceeding $1,000, along with their personal and business financial interests, including Permanent Fund payments.

On Aug. 8, Tagle submitted paperwork to amend his financial disclosure to include PFD payments, income from his ownership of the Anchors Way Inn bed and breakfast and ownership of the company Stardust LLC. It also notes he has unpaid debt for child support.

The newly submitted paperwork came more than a month after the state's 30-day deadline to amend financial disclosure forms.

APOC Executive Director Heather Hebdon said the commission will make a decision about Tagle's new paperwork and his candidacy at the end of the month.

"The Commission will consider Mr. Tagle's POFD compliance at its August 26 meeting," she wrote in an email. "At this time, I do not know what, if any, decision or recommendation the Commission will make regarding his amended statement or his candidacy."

The Alaska Democratic Party said it was "disappointed" by the ruling in a statement Thursday afternoon and called for APOC to strike Tagle from the ballot. The party submitted a complaint on Aug. 6 to the commission requesting Tagle be declared ineligible to run.

"The Division of Elections has decided it wants to keep its head in the sand, and the court concluded that it is up to APOC to clean this mess up," said Jenny-Marie Stryker, executive director of the Alaska Democratic Party, in a prepared statement.

"Now that the decision sits squarely with APOC, we expect the Commission to take a hard look at the facts and the law. Mr. Tagle's blank disclosure left voters in the dark for months — and even if his recent amended filing is accurate, which is not at all clear, it does not change the fact that it was submitted well after the deadline to come into compliance," Stryker said.

The Alaska Department of Law, representing the Division of Elections, lauded the ruling in a statement Thursday. Department spokesperson Sam Curtis said the ruling confirmed the division's current practice to verify whether paperwork is filed on time, and leave further investigation to APOC.

"This is the process set out in law," Curtis said in the statement. "Mr. Tagle filed on time and is on the primary election ballot. APOC can now consider his amended financial disclosure, the complaint filed against him, and whether he is eligible to advance out of the primary election and appear in the general election."

The case comes as Division of Elections officials have faced scrutiny over other ballot and voter eligibility decisions in the lead-up to the high-stakes August primary, where Alaskans will choose who will advance to the Nov. 3 general election in races for governor, U.S. Senate, U.S. House and 50 of 60 seats in the Alaska Legislature.

That includes Beecher's decision to disqualify Petersburg resident Dan

See DISCLOSURE, A12

ALASKA NEWS

Body of missing hiker in Southeast Alaska found

Anchorage Daily News

The body of a missing Southeast Alaska hiker was found Thursday, days after he was last seen, officials said.

Ben Le was reported missing Monday after colleagues in Port Armstrong said he didn't return from a morning hike in the afternoon as planned, according to a Department of Public Safety statement.

On Thursday, Alaska State Troopers recovered Le's body in a gully at the bottom of a tall cliff in the area he went missing, according to the statement. An Alaska National Guard helicopter assisting the search located what appeared to be Le's lifeless body the previous day, troopers said.

Le was 22 years old, the Sitka Police Department said in missing person alert earlier this week. Port Armstrong is located on Baranof Island southeast of Sitka.

When Le failed to return from his hike, colleagues searched for him on foot and by boat and then reported him missing, troopers said.

Troopers, with help from the Alaska National Guard, Juneau Mountain Rescue, Alaska Wildlife Troopers, the Sitka Fire Department, SEADOGS and U.S. Coast Guard, began looking for Le on Tuesday morning, according to the Department of Public Safety.

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M&P Food Services LLC is making an application for a new Beverage Dispensary Tourism License (BDTL) AS 04.09.350 alcoholic beverage license doing business as Serrano's Airport located at 5000 W. International Airport Road, Suite SB2040, Anchorage, AK, 99502. Interested persons should submit written comments to their local governing body, the applicant, and to the Alcoholic Beverage Control Board at 550 West 7th Ave. Suite 1600 Anchorage AK 99501 or alcohol.licensing@alaska.gov.

Dimond Center, LLC is making application for a new Sporting Activity or Event License AS 04.09.270 liquor license, doing business as Dimond Bowl, located at 800 E Dimond Blvd, #3-023, Anchorage, AK 99515. Interested persons should submit written comment to their local governing body, the applicant, and to the Alcoholic Beverage Control Board at 550 West 7th Ave., Suite 1600, Anchorage, AK 99501, or alcohol.licensing@alaska.gov, and JDW Counsel – Attorney Jana D. Weltzin, Esq., at jana@jdwcounsel.com or to 901 Photo Avenue, Second Floor, Anchorage, AK 99503.

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UNIT LEASE

UNIT LEASE SUMMARY

Center: East Northern Lights Strip Mall

Unit #: 101

Tenant: THE SPOT LLC, an Alaska limited liability company ("Tenant"), by Jason M. Heilig, its Manager.

Phone Number(s):	907-715-2550
Address for Notices(s):	5440 E. Northern Lights Blvd #101 Anchorage, Alaska 99504
Monthly Rent:	$4,000
Unit Footage:	1,218 square feet
Annual Rent Adjustment:	See payment schedule.
Commencement Date:	September 1, 2026
Lease Term:	September 1, 2026, through April 30, 2030
Free Rent:	September 1, 2026, through December 31, 2026.
First Rent Due:	January 1, 2027
License Deadline:	April 30, 2027
Possession:	Upon execution of the Lease and Landlord's receipt of the Security Deposit and first month's Base Rent. No later than September 1, 2026.
GUARANTOR/S:	JASON M. HEILIG

Tenant: 

UNIT LEASE

THIS UNIT LEASE AGREEMENT (the "Lease") is dated this ____ day of

August 2026, by and between HAE WON STRAWBERRY, LLC (the "Landlord") and THE SPOT, LLC, an Alaska limited liability company ("Tenant"), by Jason M. Heilig, its Manager. (the "Tenant"), collectively (the "Parties").

Property.

A. Description.

In consideration of the mutual covenants contained herein, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, Unit No. /s 101 (the "Unit/s" or "Premises") of certain improved real property (the "Center"); the Unit and the Center are described in more particularity in **Appendix A**, attached hereto.

The Parties agree that the total Rentable square footage in the Unit is approximately 1,218 square feet, and the total number of Rentable Areas in the Center is approximately 5,119 square feet.

B. Condition and Preparation.

Tenant shall receive possession of the Premises upon execution of this Lease and Landlord's receipt of the Security Deposit and first month's Base Rent. Tenant may immediately begin construction of approved tenant improvements, fixturing, and licensing activities. The Tenant shall, within ONE HUNDRED EIGHTY (180) days after the Commencement Date, substantially complete the improvements to the Unit described in **Appendix B**, attached hereto. The Tenant's taking possession of the Unit shall constitute its acknowledgment and acceptance that the Landlord's improvements described in **Appendix B**, if any, have been substantially completed and the Unit is in good condition and repaired.

The Tenant agrees to accept possession of the Premises in their current "AS IS" condition. Tenant acknowledges and agrees that Landlord has no obligation and has made no promise to alter, remodel, improve, repair,

decorate, or paint the Premises or any part of the Premises or to pay for any such work unless otherwise provided in **Appendix B**. Neither the Landlord nor the Landlord's agents have made any representations to the Tenant with respect to the condition of the Premises.

C. Permitted Use / Nuisance

The Tenant warrants and represents to the Landlord that the Premises shall be used and occupied only for CANNABIS DISPENSARY space and related retail sales and services. The Tenant shall occupy the Premises, conduct its business, and control its agents, contractors, employees, invitees, and visitors in a reputable manner that will not create a nuisance for other Tenants in the Center. The Tenant shall not solicit business, distribute handbills, or display merchandise within the common areas, or take any action that would interfere with other persons' rights to use the common areas. The Tenant shall take all actions requested by the Landlord so that the Tenant's customers do not interfere with pedestrian traffic flow or other factors pertaining to the office or other portions of the Center. The Tenant shall not permit any operation that emits any odor or matter that intrudes into other portions of the Center, use any apparatus or machine that makes undue noise or causes vibration in any portion of the Center, or otherwise interfere with, annoy, or disturb any other Tenant in its normal business operations or the Landlord in its management of the Center. The Tenant shall neither permit any waste on the Premises nor allow the Premises to be used in any way that would, in the opinion of the Landlord, be extra hazardous on account of fire or other hazard, or that would in any way increase or render void the general liability insurance on the Center. The Tenant and its operations shall at all times comply with applicable law.

Odor and Nuisance Control. Beginning immediately upon Tenant's receipt of possession of the Premises, including during construction, fixturing, licensing, pre-opening activities, and throughout the Term of this Lease, Tenant shall not permit cannabis odors, smoke, vapors, fumes, dust, noise, vibration, or any other nuisance to escape from the Premises or interfere with the quiet enjoyment of neighboring tenants or the Common Areas. Tenant shall, at its sole expense, install, operate, maintain, repair, and

replace all ventilation, filtration, and odor mitigation systems reasonably necessary to prevent such conditions. Failure to promptly correct any such condition after written notice from Landlord shall constitute a default under this Lease.

If Tenant fails to correct any odor, smoke, vapor, or nuisance condition within twenty-four (24) hours after written notice from Landlord (or immediately in the event of an emergency), Landlord may perform the corrective work, and Tenant shall reimburse Landlord for all reasonable costs as Additional Rent.

Term.

The term of this Lease shall be for 44 Months (the "Term"), commencing on the 1st day of September 2026 (the "Commencement Date") and ending at midnight on the 30th day of April 2030 (the "Expiration Date").

Possession: Upon execution of the Lease and Landlord's receipt of the Security Deposit and first month's Base Rent. No later than September 1, 2026.

Upon taking possession of the Premises, Tenant shall immediately become subject to all obligations of this Lease, including maintenance, insurance, indemnification, nuisance control, compliance with applicable laws, and all other non-rent obligations.

Parking.

Reserved Parking. During the Term of this Lease, Landlord shall designate and reserve two (2) parking spaces located directly in front of the Premises for the exclusive use of Tenant and Tenant's customers. Landlord may identify such spaces by signage, pavement markings, or other reasonable means. All remaining parking areas remain available on a first-come, first-served basis.

Fixturing Period.

Early Possession. Upon execution of this Lease and Landlord's receipt of the Security Deposit and first month's Base Rent, Tenant shall receive possession of the Premises.

Tenant may use the Premises for construction of approved improvements, installation of fixtures and equipment, obtaining governmental approvals and licenses, and preparing the Premises for operation.

Rent Abatement. Base Rent shall be fully abated from September 1, 2026, through December 31, 2026. Tenant's obligation to pay Base Rent shall commence January 1, 2027.

During the rent-abatement period, Tenant shall remain responsible for all other obligations under this Lease, including utilities, its own business liability insurance, maintenance, and compliance with applicable laws.

Cannabis License Contingency. Tenant shall diligently pursue all licenses and governmental approvals necessary to operate its cannabis dispensary.

If Tenant has not obtained all required governmental approvals and licenses by April 30, 2027, Tenant may terminate this Lease by written notice delivered within ten (10) days after that date Monthly rent will be paid in full through any potential termination date.

Upon termination:

- Tenant shall immediately surrender possession of the Premises.
- Tenant shall remove its personal property.
- Tenant shall repair any damage caused by its removal or improvements.
- Tenant shall not be entitled to reimbursement for tenant improvements or other build-out costs.

The Security Deposit shall be applied in accordance with the Security Deposit provisions of this Lease after deducting any unpaid rent, damages, restoration costs, or other amounts owed by Tenant.

Rent.

Monthly Installments of Rents.

Tenant shall pay Base Rent of Four Thousand Dollars ($4,000.00) per month beginning January 1, 2027, payable in advance on the first day of each calendar month.

Upon execution of this Lease, Tenant shall pay:

- the Security Deposit; and
- the first month's Base Rent, which shall be applied to the rent due for January 2027.

No Base Rent shall be due for the period from September 1, 2026, through December 31, 2026.

All monthly rent shall be paid to the Landlord at the address set forth in **Section 22** of this Lease. Rent for any partial calendar month shall be pro-rated at a daily rate of one-thirtieth (1/30) of the monthly rent. The Tenant shall not offset or withhold monthly rent payments for any reason during the term unless authorized in writing by the Landlord.

Late Penalty.

Any rent or other sum which is delinquent by more than five (5) days shall result in the assessment of a late charge of ten percent (10%) of such installment or sum. Waiver of said ten percent (10%) late charge with respect to any installment or sum shall not be deemed to constitute a waiver with respect to any subsequent installment or sum so due. Such late charges shall be considered liquidated damage and shall be due and payable as additional rent. In the event the late charge exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowed by law. Said late charge is due on the 6th day of the month. Any rent or fees received after the 6th day of the month shall be applied toward late fees first, and the Tenant shall remain in default until monthly

rent is paid in full. If such default is delinquent for over thirty (30) days, interest at the rate of ten percent (10%) per annum of the total balance owing shall be due and payable to the Landlord until the amount is paid in full.

The Tenant agrees to pay the Landlord a Thirty-Five Dollar ($35.00) service charge on all checks returned for insufficient funds. If the Tenant's rent check is dishonored by a bank more than once, the Tenant shall be required to make all future rent payments by CASHIER'S CHECK, BANK DRAFT OR CASH.

Rent Adjustment.

The monthly rent provided for in **Section 3 (B)** shall be subject to upward adjustment at the commencement of the term's second year and on the same date each year thereafter throughout the Term. To determine when the initial adjustment shall be made, the first day of the first full month of the Term shall be the beginning of the first year. The amount of this adjustment shall be as follows:

Period	Monthly Rent
September 1, 2026 – December 31, 2026,	$0.00
January 1, 2027 – April 30, 2030,	$4,000.00

Security Deposit.

Upon the execution of this Lease, the Tenant shall deposit with the Landlord $4,000.00 as a Security Deposit for the performance by the Tenant of each of the terms and conditions of this Lease. If the Tenant is in default, the Landlord may use such Security Deposit or any portion thereof to cure the default or to compensate the Landlord for any and all damage sustained by the Landlord resulting from the Tenant's default.

Tenant, upon demand, shall immediately pay to the Landlord a sum equal to the portion of the Security Deposit expended or applied by the Landlord as provided herein, so as to maintain the Security Deposit in the sum initially deposited with the Landlord. The Landlord will not be required to pay interest

to the Tenant on the Security Deposit. The Landlord may commingle the Security Deposit with the Landlord's general and other funds.

The Security Deposit may be assigned and transferred by the Landlord to the successor in interest of the Landlord and, upon acknowledgment by such successor of receipt of such Security Deposit and its assumption of the obligation to account to the Tenant for such Security Deposit in accordance with the terms of this Lease, the Landlord shall thereby be discharged of any further obligation relating thereto.

Utilities.

The party specified below shall pay when due the cost for commercially reasonable quantities of water, sewer, refuse, electricity, gas, and other utilities used or consumed for the benefit of the Unit as indicated below. Notwithstanding, the Landlord reserves the right, at its sole discretion, to separately meter the Tenant's space for any utility use. The Landlord may cause a special meter to be installed in the Premises to measure the amount of water, electric, gas, or other utilities consumed. The cost of any such meters, installation, maintenance, and repair thereof shall be paid by the Landlord. Tenant agrees to pay the Landlord promptly upon demand by the Landlord for all such separately metered water, sewer, refuse, electricity, gas, or other utilities so consumed, subtracted from the Tenant's monthly rent.

(a) Electric, Natural Gas, Water, Sewer, and Refuse. The Landlord, at its cost, shall pay all reasonable costs for electricity, natural gas, water, sewer, and refuse used or consumed for the benefit of the Unit. If the consumption of any utility, as defined in **Section a** above, is more than five percent (5%) greater than the average amount used by other Tenants in the Center, then all amounts in excess of the average usage rate shall be prorated per square footage and reimbursed by the Tenant, unless otherwise agreed between the Parties.

(b) Intentionally Deleted

(c) Intentionally Deleted

(d) Other Utilities. Upon commencement, the Tenant, at its cost, shall pay all costs for the telephone, data, and/or cable service, which may be used or consumed for the benefit of the Unit.

(e) Allocation of Tenant's Obligations. In the event, the Tenant is required to pay certain utilities above the first base year calculation from September 1, 2026 to August 31, 2027 pursuant to this Section and such utilities are not individually metered to the Unit, the Tenant shall pay its proportional share of the Landlord's total cost in furnishing such utilities to the Center, or such portion of the Center for which such utilities are individually metered, within ten (10) days of the receipt of such invoice from Landlord. The Tenant's proportional share of the total cost of such utilities shall be as equitably agreed between the Parties or, in the absence of such an agreement, in the same proportion as the total number of square feet the Unit bears to the total number of leasable square feet in the Center or such portion of the Center for which such utilities are individually metered.

Services.

Common Areas.

The Landlord, at its cost, shall provide reasonable janitorial and cleaning services and supplies and reasonable snow and ice control for the common areas. Landlord is responsible for maintaining the parking lots and snow plowing in a timely manner so as not to interrupt business operations of all Tenants in the Center.

Unit.

The Tenant, at its cost, shall furnish all janitorial and cleaning services and supplies for the Unit and shall participate in the snow and ice control in front of the Tenant's unit.

Maintenance and Repair.

Structure and Common Areas.

Except as otherwise provided in this Lease, the Landlord, at its cost, shall maintain the structure and common areas of the Center in good condition.

The Landlord shall also repair any damage caused by the Landlord or its authorized representatives.

Unit.

The Tenant, at its cost, shall make all repairs of whatever kind and nature as may be necessary or appropriate to maintain the Unit in good condition, including, without limitation, any repairs to the improvements, fixtures, personal property, doors, signs, and fire and safety equipment associated with the Unit. The Tenant shall also repair any damage caused by it or by its representatives, agents, invitees, or guests. The Landlord shall at all times keep in effect a contract with an independent contractor for the maintenance of the air conditioning (if any) and heating and ventilation equipment serving the Premises. During an emergency in non-business hours, the Tenant shall have the right to contact the independent contractor on the Tenant's behalf to make repairs at the Tenant's expense.

Waste and Nuisance Prohibited.

The Tenant will not commit waste in or at the Leased Premises, or allow it to be committed, nor permit maintenance of a nuisance or any other matter, such as, but not limited to, a permanent use of the parking areas, which may interfere with the conduct of business or other normal enjoyment of space of any other Tenants or invitees of the Center or inhabitants or frequenters of the directly surrounding community of the Center.

Taxes and Assessments.

Personal Property.

The Tenant, at its cost, shall pay to the public authorities charged with collection thereof, promptly as the same becomes due and payable, all taxes, assessments, license, fees, and other charges that are levied or assessed against the Tenant's personal property located or installed in the Unit. The Tenant shall furnish the Landlord with satisfactory evidence of such payments upon demand. The Landlord shall have the right to pay these personal property taxes and be reimbursed as additional rent by the Tenant regardless of the validity of the levy.

Real Property.

The Landlord, at its cost, shall pay to the public authorities charged with collection thereof, promptly as the same become due and payable, all real property taxes, assessments, general and special permits, inspection and license fees, and other public charges, whether of a like or different nature, levied upon or assessed against the Center and any buildings, structures, fixtures, or improvements now or hereafter located thereon, or arising in respect of the occupancy, use, or possession of the Center, or which become a lien during the Term of this Lease.

Public Liability and Property Damage Insurance.

Tenant shall, at its sole cost and expense, maintain throughout the Term of this Lease Commercial General Liability Insurance written on an occurrence basis with limits of not less than **One Million Dollars ($1,000,000.00) per occurrence** for bodily injury, personal injury, and property damage arising out of or related to Tenant's use or occupancy of the Premises or the acts or omissions of Tenant, its employees, agents, contractors, invitees, or customers.

Such policy shall name HAE WON STRAWBERRY, LLC, as Landlord, , as Additional Insured for Tenant's operations under this Lease. Such insurance shall be primary and non-contributory to any insurance maintained by Landlord.

Tenant shall also maintain insurance covering Tenant's merchandise, trade fixtures, furnishings, equipment, inventory, improvements, and other personal property located within the Premises at not less than one hundred percent (100%) of replacement cost, subject to commercially reasonable deductibles. Tenant shall be solely responsible for any deductible applicable to its insurance policies.

The insurance required under this Section shall support Tenant's indemnification obligations under this Lease.

Policies of Insurance.

All insurance required under this Lease shall be issued by insurance companies authorized to do business in the State of Alaska and having a financial strength rating of **A+ XII or better** by A.M. Best status as rated in the most recent edition of Best's Insurance Reports and shall contain an endorsement requiring at least thirty (30) days prior written notice of cancellation to the Landlord before the cancellation or change in coverage, scope, or amount of any policy. The Tenant shall deliver a certificate or copy of such policy, together with evidence of payment of all premiums, to the Landlord on or before the Commencement Date of this Lease. The Tenant shall also deliver to the Landlord satisfactory evidence of the renewal of such policy and the payment of all renewal premiums not less than thirty (30) days before the expiration of any policy.

Waiver of Subrogation.

The parties release each other, and their respective authorized representatives, from any claims for damage to any person or property, whether tangible or intangible, which is caused by or results from risks insured against under any insurance policy carried by either party. Each party shall cause each insurance policy to provide that the insurance company waives subrogation as against the other party, in connection with any damage covered by such policy; provided that if such insurance policy cannot be obtained or can only be obtained for an additional premium which the party in whose favor the waiver of subrogation is desired refuses to pay, the other party is relieved of its obligation to obtain a waiver of subrogation for such insurance policy.

Release and Indemnity.

The Landlord shall not be liable to the Tenant for any damage to the Tenant or the Tenant's property from any cause, and the Tenant further waives all claims against the Landlord for death or injury to any person or damage to any property, whether tangible or intangible, arising for any reason except as arising from the gross negligence or willful misconduct of the Landlord.. The Tenant shall defend, indemnify, and hold the Landlord and its members, managers, employees, agents, attorneys, successors, and assigns harmless from all claims, losses, fires, and penalties, assessments, demands, causes of action,

damages, and any expenses incidental thereto including but not limited to attorney fees and cost, of whatsoever kind or character, arising out of any damage to any person or property, whether tangible or intangible, occurring in, on, or about the Unit, or the streets, playgrounds, sidewalks, passage ways, alleys, or any location used in conjunction with Tenant's business, or arising out of the Tenant's use of the Unit or the Tenant's breach of any term of this Lease; except as arising from the gross negligence or willful misconduct of the Landlord.

Destruction.

Option to Terminate.

In the event the Center is damaged or destroyed so as to render the Unit totally or partially untenantable, and the cost for the restoration of such damage or destruction to the Center exceeds Fifty Thousand Dollars ($50,000.00), the Landlord may elect to terminate this Lease; provided that, the Landlord's election to terminate is made within sixty (60) days from the date of such damage or destruction. In the event the Landlord elects to terminate, this Lease shall terminate on the date the Tenant receives the Landlord's notice of termination.

Duty to Restore.

In the event the Landlord does not elect to terminate this Lease, the Landlord, at its cost, shall restore the Unit to substantially the same condition as existed immediately prior to the date of such damage or destruction within ninety (90) of destruction date or Tenant may terminate said lease.

Abatement of Rent.

Provided that the Tenant, its representatives, agents, invitees, or guests were not the cause of such damage or destruction, the monthly rent shall abate, during the period of untenability, in the same ratio as the portion of the Unit rendered untenantable bears to the whole of the Unit. All other terms and conditions of this Lease shall remain in full force and effect.

Alterations and Improvements.

Alteration at Tenant Expense.

Tenant agrees to accept the Premises in their present condition "AS IS," without calling upon Landlord to make any expenditures or perform any work to prepare the Demised Premises for Tenant's use. Tenant shall, at its own cost and expense, make all other necessary alterations and installations in the Demised Premises during the fixturing period, as required for Tenant's business. Tenant will, at its own expense, comply with all present and future governmental requirements arising out of, in connection with, or necessitated by such alterations.

Approval of Plans

Prior to commencing such alteration, Tenant shall submit to Landlord for Landlord's written approval (such approval will not be unreasonably withheld) the plans and specifications for such alterations. No work shall be commenced thereunder without such written approval and all work to be done by Tenant shall be performed in strict accordance with said approved plans and specifications without any deviation therefrom, unless first approved in writing by Landlord.

Rights to Improvements.

All alterations, additions, and improvements shall comply with all applicable laws and regulations and shall remain on and be surrendered with the Unit on the expiration or termination of this Lease, except that the Landlord may elect at any time by giving notice of such election prior to the expiration or termination of this Lease, , to require the Tenant to remove any of its alterations, additions, or improvements. In the event the Landlord so elects, the Tenant, at its cost, shall restore the Unit to the same state of good condition and repair as existed on the Commencement Date, within thirty (30) days of the date of such notice or within thirty (30) days of the expiration or termination of this Lease, whichever date is later.

Preconditions.

Before commencing any work or installing any equipment Tenant shall:

Permits. Obtain the necessary consents, authorizations, and licenses federal, state, and/or municipal authorities having jurisdiction over the work to be done and no work shall be started or equipment installed unless and until all such necessary consents, authorizations, and licenses shall have first been duly obtained by the Tenant and /or his contractor or other persons doing the work or installing the equipment on behalf of Tenant.

Subcontracts. Enter into a contract with his contractor and/or other persons who will do the work and install the equipment referred to, which contract will provide, among other things (i) that said work shall be done and equipment installed in a good workmanlike manner in accordance with the plans and specifications previously approved and consents, authorizations, and licenses previously obtained, and (ii) that the contractor or other persons above referred to will look solely to Tenant for payment and will hold Landlord and the premises, it furniture, fixtures and equipment free from all liens and claims of all persons furnishing labor or furnishing materials therefor, or both, and (iii) that similar waivers of the right to file liens shall be obtained from any and all of said contractors or materialmen. A copy of said contract, together with a fully executed waiver of the right to file liens executed by the contractor or other persons above referred to, shall be furnished to Landlord prior to commencement of the work.

Indemnification. Tenant will also defend, indemnify and save harmless the Landlord against any and all claims for labor performed and equipment, fixtures, and material to Tenant in connection with said work as aforesaid and against any and all liens, bills, or claims there for or against the Premises, its furniture,

fixtures, and equipment, and from and against all loss, damages, costs, expenses, suits, claims, and demands whatsoever.

Laws, Insurance. Tenant, at his own cost and expense, shall properly comply with all laws, ordinances, orders, and rules and regulations of each and every department of the Municipality and State of United State of America and any other lawful authority having jurisdiction in the Premises and shall reimburse Landlord for any expenses incurred on account of failure by Tenant to comply with any such requirements, and any expense so incurred by Landlord as aforesaid shall be deemed additional rent under this Lease and due and payable by Tenant to Landlord on the first day of the month immediately following the payment of the same by Landlord. Tenant or any contractor or contractors employed by Tenant or any other persons who will do the work or install the equipment as aforesaid shall be fully covered by workers compensation insurance and the certificate thereof shall be furnished to Landlord before commencement of any work by any such contractor or persons as aforesaid. Tenant covenant and agrees to defend, indemnify, and hold Landlord harmless from any and all claims for personal injury, death, or property damage occasioned during the progress or as a result of any or all of the work done as aforesaid in, or about the premises.

Liens.

The Tenant will not permit any mechanics', laborers', or materialmen's' liens to stand against the Center or improvements for any labor or materials furnished to the Tenant or claimed to have been furnished to the Tenant or to the Tenant's agents, contractors, or subtenants, in connection with work of any character performed or claimed to have been performed on the Unit or improvements by or at the direction or sufferance of the Tenant; provided, however, that the Tenant shall have the right to contest the validity or amount of such lien or claimed lien.

In the event of such contest, the Tenant shall give to the Landlord reasonable security as may be demanded by the Landlord to ensure

payment thereof and prevent any sale, foreclosure, or forfeiture of the Center or improvements by reason of such nonpayment. Such security shall not exceed one and one-half (1 ½) times the amount of such lien or such claim of lien and the Tenant shall have the option of recording a bond as contemplated by AS 34.35.072, or any successor statute. In the event a judgment is rendered, the Tenant, at its cost, shall immediately pay the judgment, with all proper costs and charges, and shall have such judgment satisfied and such lien released. The Tenant shall post, as the Landlord's agent and for the Landlord's benefit, a proper notice of non-responsibility prior to the commencement of any construction, improvement, or other activity by the Tenant or its agents which may result in a lien being filed against the Unit or the Center.

Trade Fixtures and Signs.

Installation and Removal of Trade Fixtures

Installation. Tenant shall have the right at any time and from time to time, after giving written notice to Landlord, during the term of this Lease any extension of such term, at Tenant's sole cost and expense, to install and affix in, to, or on said Premises such new or additional items, herein called "Trade Fixtures," for use in Tenant's trade or business as Tenant may, in his sole discretion, deem advisable.

Removal. Any and all such new or additional Trade Fixtures that can be removed without structural damage to said Premises or any building or improvements on said Premises shall, subject to the following section of Lease, remain the property of Tenant and may be removed by Tenant at the expiration of this Lease.

Trade Fixtures as Security for Lease

Security Interest. As security for the faithful performance of all terms, conditions, and covenants of this Lease to be performed by Tenant, Tenant hereby grants to Landlord a first security interest in all furniture, fixtures and equipment owned by Tenant, together

with replacements, proceeds and after-acquired property of like kind.

Sale. Any rights or rights of sale or removal or trade fixtures given Tenant by the provisions of Section within this Lease shall be exercisable only if, at the time of removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time he is not in default in the performance of the Lease, trade in or replace any trade fixtures free of the security interest created by this Section and this security interest will then attach as a first security interest to the item that replaced such trade fixtures.

Remedies. On default in the performance of any obligation of this Lease to be performed by Tenant, Landlord shall immediately have the remedies provided to a secured party under the Uniform Commercial Code as enacted in Alaska.

Unremoved Trade Fixtures

Any and all trade fixtures described in this Article that are not removed from said Premises by Tenant within fifteen (15) days after the expiration or sooner termination of this Lease, regardless of cost, shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed and not simply because of the lien described in Section 16.C of this Lease.

Option to Extend.

Provided Tenant is not in default under this Lease at the time of exercise or at the commencement of an Extension Term, Tenant shall have two (2) successive options to extend this Lease for additional terms of five (5) years each.

Tenant shall exercise each option by providing written notice to Landlord not less than six (6) months nor more than twelve (12) months before expiration of the then-current Term

The Base Rent for each Extension Term shall be the then-current fair market rental value for comparable commercial retail space in the Anchorage market, considering location, size, condition, permitted use, and other relevant lease terms . Upon the Tenant exercising their option to extend, the parties shall meet and discuss an agreeable lease rate. If the parties are not able to reach an agreement on the rent to be paid for the Option Term within thirty (30) days, Tenant shall select an MAI-certified appraiser to determine the Fair Market Rental Value of the Premises for the full Option Term. The appraiser's determination shall be final and binding upon the parties

Except as expressly modified herein, all other terms and conditions of this Lease shall remain unchanged during any Extension Term.

Default.

Any of the following shall constitute a material default under this Lease, thereby entitling the Landlord to exercise any and all of its remedies.

Nonpayment.

The failure to make payment of any installment of the monthly rent, or of any other sum required under this Lease to be paid by the Tenant if not paid by the due date.

Violation of Agreement.

The failure to observe or perform any of the Tenant's other covenants, agreements, or obligations hereunder, if any such default shall not be cured within ten (10) days after notice of default has been given to the Tenant; notices of default given under this Section shall specify the alleged default and the applicable provisions of the Lease and contain the demand that the Tenant perform according to the Lease provisions; no such notice of default shall be deemed a forfeiture or termination of this Lease unless the Landlord so elects in the notice of default;

Abandonment.

The abandonment of the Unit (failure to occupy and operate the Unit for five (5) consecutive days of use shall be deemed abandonment unless Tenant provide Landlord with written notice of a reason the business could be closed for five or more days prior to not operating the business for the same and that Tenant is not in default of the lease during this time.

Receiver.

The appointment of a receiver or a debtor-in-possession to take possession of the Unit or improvements or of the Tenant's interest in the leasehold estate or of the Tenant's operations in the Unit by reason of the Tenant's insolvency.

Bankruptcy.

An assignment by the Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the Tenant under any law for the purpose of adjudication the Tenant a bankrupt; or for extending time for payment, adjustment, or satisfaction of the Tenant's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequential orders, adjudication, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing, or other initial event.

The Landlord's Remedies.

In the event of default, the Landlord shall have the following remedies in addition to all other rights and remedies allowable at law or equity, to which the Landlord may resort cumulatively or in the alternative:

The Landlord's Right to Relet.

The Landlord shall have the right, at its election, to enter the Unit and relet it, or any part of it, to any third party for the Tenant's account, and the Tenant shall remain liable under this Lease and for all costs the Landlord incurs in reletting the Unit, including, but not limited to, brokers' commissions, remodeling expenses, and similar costs. In the event the

Landlord reenters and relets the Unit, the Tenant shall pay to the Landlord all rent due under this Lease, less the rent the Landlord receives from any such reletting. No act or conduct by the Landlord including, but not limited to, the Landlord's acceptance of the keys to the Unit shall constitute a termination of this Lease, unless the Landlord expressly elects to terminate this Lease through a notice of termination.

The Landlord's Right to Terminate.

The Landlord shall have the right, at its election during the period that Tenant is in default, to give the Tenant notice of the Landlord's intention to terminate this Lease and all of the Tenant's rights hereunder, and on the date specified in such notice, the Term of this Lease and all rights granted the Tenant hereunder shall come to an end as fully as if the Lease then expired by its own terms.

The Landlord's Right to Retake.

In the event of termination of this Lease, the Landlord shall have the right, at its election, to repossess the Unit either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of the Tenant, including damages for rent not then accrued. The Landlord shall also have the right, without taking possession of the Unit or termination this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time-to-time accruing.

Distrain for Rent Due.

In the event of termination of this Lease, the Landlord shall have the right if allowed by applicable law, at its election, to seize personal property of an individual, to compel the performance of any and all Lease obligations.

e) Correct.

Landlord may elect, following ten (10) days written notice, but shall not be obligated, to make any repair or payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purposes of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release Tenant's default or Landlord's right to take any action as may be otherwise permissible hereunder in case of any default. All such payments shall be charged to Tenant at 115% of such payment and paid by Tenant as additional rent in the month billed.

f) Lien.

Landlord shall have a priority possessory lien upon all improvements, furniture, fixtures, equipment, and trade fixtures located upon the Premises, to secure rents and damages resulting from said default, which lien shall be enforceable only after a default hereunder has occurred.

Costs Upon Default.

In the event either party shall be in default on the performance of any of its obligations and an action shall be brought for the enforcement of this Lease, the defaulting party shall pay to the other all expenses incurred, including a reasonable attorney's fee. In the event either party shall without fault on its part be made a party to any litigation commenced by or against the other, then such other party shall pay all costs and reasonable attorney's fees incurred or paid by such party in connection with such litigation.

Condemnation.

If the whole or any material part of the Center shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of

eminent domain, then, when possession shall be taken thereunder of the Center, or any material part thereof, the Landlord and the Tenant shall each have the option to terminate this Lease; provided that such taking renders the Unit totally or partially untenantable; provided that any notice of such termination is given within ninety (90) days after the date of the actual taking. In the event either party elects to terminate, this Lease shall terminate on the date the non-electing party receives notice of termination. The election shall be deemed to have been made on the date possession is taken when such taking shall involve the fee title to the entire Center. In all events, the Landlord shall be entitled to the full condemnation award (including, but not limited to, the full market value of the land and buildings), except the portions of such award associated with the Tenant's cost of relocation or lost profits.

Assignment.

The Tenant shall not assign or encumber its interest in this Lease or in the Unit, or sublease all or any part of the Unit, or allow any other person or entity to occupy or use all or any part of the Unit, without obtaining the Landlord's prior written consent, which such consent shall not be unreasonably withheld by Landlord. In the Landlord's judgment, reasons to withheld assignment could be for the following: (a) the proposed transfer would result in more than two subleases of portions of the Premises being in effect at any one time during the Term; (b) proposed transferee is an existing Tenant of the Center or is negotiating with Landlord (or has negotiated with Landlord in the last six (6) months) for space in the Center; (c) the proposed transferee is a governmental entity; (d) the portion of the Premises to be sublet or assigned is irregular in shape with inadequate means of ingress and egress; (e) the use of the Premises by the transferee excluding current use (f) is not permitted by the use provisions in of this Lease, or (g) violates any exclusive use granted by Landlord to another Tenant in the Center; (h) the transfer would likely result in significant increase in the use of the parking areas or common areas by the transferee's employees or visitors, and/or significantly increase the demand upon utilities and services to be provided by the Landlord to the Premises excluding current use; (i) the transferee does not have the financial capability to fulfill

the obligations imposed by the transfer; or (j) the transferee use is not consistent with the Landlord's desired Tenant mix excluding current use.

If the Tenant is a corporation (or other business organization), any dissolution, merger, consolidation, or other reorganization of the Tenant, or the sale or other transfer of a controlling percentage of the capital stock (or ownership interest) of the Tenant, or the sale of fifty-one percent (51%) of the value of the assets of the Tenant, shall be deemed a voluntary assignment. "Controlling percentage" shall mean the ownership of or the right to vote (or an ownership interest) possessing at least fifty-one percent (51%) of the total combined voting power of all classes of the Tenant's ownership interests, issued, outstanding, and entitled to vote. Any assignment, encumbrance, or sublease without the Landlord's written consent shall be voidable and, at the Landlord's election, shall constitute default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Section.

Tenant further agrees to pay Landlord a transfer fee equal to one month's rent to process a new sublease.

Right to Relocate.

~~The Landlord shall have the right to change the location and/or configuration of the Premises or a portion of the Premises provided that:~~

~~A. The Landlord shall provide the Tenant with substitute space of similar nature and size elsewhere in the Center (the "Substitute Premises").~~

~~B. If the Tenant has commenced beneficial use of the Premises, then~~

~~(1) The Landlord shall provide the Tenant not less than sixty (60) days advance written notice of the date the Tenant must vacate the Premises, and~~

~~(2) The Landlord shall at the Landlord's expense:~~

~~(a) Prepare the Substitute Premises in a manner substantially similar to the manner in which the Premises were prepared for the Tenant's use, and~~

~~(b) Remove the Tenant's equipment, inventory or fixtures from the Premises and reinstall these items in the Substitute Premises.~~

~~Within ten (10) days after the date the Landlord submits an amendment to this Lease indicating the location and configuration of the Substitute Premises, the Tenant shall execute such amendment.~~

Notices.

Any notice, demand, request, consent, approval, or communication ("Notice") that either party desires or is required to give shall be in writing and delivered by any of the following methods:

When personally delivered to the recipient, notice is effective on delivery.

When mailed by express or certified mail with return receipt requested, notice is effective upon receipt of delivery if confirmed by a return receipt.

When delivered by nationally recognized overnight courier with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

Any notice shall be addressed to the other party at the address set out below, unless a new address is specified in writing by the party whose address is changed. Any payments required to be paid, and all notices required to be delivered to Landlord from Tenant shall be delivered to Landlord at:

Landlord: HAE WON STRAWBERRY, LLC
PO Box 240485
Anchorage, AK 99524

A COPY MUST ALSO BE SENT TO LANDLORD'S AGENT

Landlord's Agent: Cantrell Real Estate & Property Mgmt Inc.
PO Box 240485
Anchorage, AK 99524
Attention: Laura Cantrell

Tenant: THE SPOT, LLC
5440 E. Northern Lights Blvd #101
Anchorage, Alaska 99504

Waiver.

No delay or omission in the exercise of any right or remedy by the Landlord shall impair such right or remedy or be construed as a waiver. The Landlord's consent to or approval of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent to or approval of any subsequent act by the Tenant. Any waiver by the Landlord of any default must be writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

Estoppel Certificates.

Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of monthly rent, the dates to which the rent has been paid in advance, and the amount of any Security Deposit. If a party fails to deliver the certificate within ten (10) days, the party failing to deliver the certificate irrevocably constitutes and appoints the other party as its special attorney-in fact to execute and deliver the certificate to any third party.

Subordination.

Without the necessity of any additional document being executed by the Tenant for the purpose of effecting a subordination, this Lease, at the Landlord's election, shall be subject and subordinate at all times to the lien

of any mortgage or deed of trust which may now exist or hereafter be executed in any amount for which the Center, building, improvements, or the Landlord's interest in said items is specified as security. The Tenant covenants and agrees to execute and deliver, upon demand by the Landlord and in the form requested by the Landlord, any additional documents evidencing the priority or subordination of this Lease with respect to the lien of any such mortgage or deed of trust. The Tenant hereby irrevocably appoints the Landlord as attorney-in-fact of the Tenant to execute, deliver and record any such document in the name and on behalf of the Tenant.

Entry.

The Landlord and its authorized representatives shall have the right to enter the Unit at all reasonable times for any of the following purposes: to determine whether the Unit is in good condition and whether the Tenant is complying with its obligations under this Lease; to do any necessary maintenance and to make any restoration to the Unit that the Landlord has the right or obligation to perform; to post "for sale" signs at any time during the Term; to post "for rent" or "for lease" signs during any period while the Tenant is in default and within one hundred eighty (180) days prior to the Expiration Date; to show the Unit to prospective licensees, brokers, agents, buyers, Tenants, or persons interested in an exchange, at any time during the Term; and to post notices of non-responsibility. Landlord shall not be liable in any manner for any inconvenience, disturbance, and loss of business, nuisance or other damage arising out of the Landlord's emergency entry into the Unit. The Tenant shall not be entitled to an abatement or reduction of rent if the Landlord exercises any rights reserved in this Section.

For each of these purposes, the Landlord shall at all times have and retain a key with which to unlock all the doors in, upon, and about the Unit, excluding the Tenant's vaults and safes. The Tenant shall not alter any lock or install a new or additional lock or bolt on any door of the Unit without the prior written consent of the Landlord. If the Landlord shall give its consent, the Tenant shall in each case furnish Landlord with a key for any such lock.

Rules and Regulations.

The rules and regulations for the Center are set forth in **Appendix C**, attached hereto. The Landlord shall have the right from time to time to modify or amend the existing rules and regulations and to promulgate additional rules and regulations as may, in the Landlord's sole judgment be required to ensure the safety, care, and cleanliness of the Center or the Unit or to insure the preservation of good order and proper functioning of the Center or the Unit. A violation of any of the rules and regulations shall, at the Landlord's option, constitute a default under this Lease.

Prohibition.

Tenant's operation of a cannabis dispensary is an authorized use under this Lease, provided Tenant remains fully licensed and complies with all applicable federal, state, and local laws and regulations governing its operations.

Surrender.

Except as otherwise provided in this Lease, or on the expiration or termination of this Lease, the Tenant shall surrender to the Landlord the Unit and all of Tenant's improvements and alterations in good condition, ordinary wear and tear excepted, and Tenant shall remove all of its personal property and equipment and shall perform all restoration made necessary by the removal of any of its personal property or equipment. In the event the Tenant does not remove its personal equipment on the expiration or termination of this Lease, the title to such personal property and equipment shall, in Landlord's discretion, vest in the Landlord and the Tenant hereby agrees to waive all claims against the Landlord for any damage to the Tenant and to indemnify and hold harmless the Landlord from all loss resulting from the Landlord's retention or disposition of any such personal property or equipment. The Tenant shall be liable to the Landlord for the Landlord's costs of storing, removing, and disposing of any such personal property and equipment.

Discharge and Disposal of Hazardous and Toxic Materials and Waste.

A. The Tenant shall not cause or allow any of the following substances, hereinafter collectively called pollutants, to be discharged, disposed or released into or onto the Center, nor shall the Tenant cause the pollutants to be brought on the Center without the express written consent of the Landlord, which may be withheld in the sole discretion of the Landlord, without furnishing such pollution insurance as may be requested by Landlord, and without complying with all laws and regulations affecting transfer and storage or use thereof:

1. "Hazardous substances or pollutant, or contaminant," as defined the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., and its implementing regulations.

2. "Regulated substances," as defined in Section 9001 of the Solid Waste Disposal Act, as amended by Section 601 of the Hazardous and Solid Waste Amendments of 1984.

3. "Hazardous wastes" and "hazardous substances": as defined in 18 Alaska Admin. Code 75.080 et seq.

4. A petroleum product or oil, as defined in 33 U.S.C. 1321.

5. A "toxic substance" as defined in the Toxic Substances Control Act, 15 U.S.C. 2601, et seq.; and

6. A "hazardous waste" as defined in the Resource Conservation and Recovery Act, 42 U.S.C 6901, et seq.

B. In the event the Tenant does not comply with the provisions of this Section, the Tenant shall bear all costs of removing, cleaning, and restoring the Center to the condition that existed at the commencement of the Lease, and the Tenant shall be responsible for all fines, penalties, assessments or charges which shall be assessed for the disposal, discharge or release of pollutants.

C. The Tenant shall take no remedial action in response to the presence of any pollutant in, on, under or about the Center, without first notifying the Landlord of the presence of the pollutant or the existence of the

claim and affording the Landlord an ample opportunity to appear, intervene or otherwise protect the Landlord's interest. In the event that any appropriate governmental agency requires a cleanup of any pollutant, then the Tenant, upon notice to the Landlord, will immediately comply to clean up the pollutant at its own cost. If the Tenant fails to clean up the substance, the Landlord shall be entitled to comply and the Tenant shall indemnify the Landlord for the full cost of such clean up, including attorney's fees and legal costs.

D. The Tenant shall immediately notify the Landlord in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, completed or threatened; (ii) any claim made or threatened by any person against the Tenant or the Center relating to damage, contribution, costs recovery compensation, loss or injury resulting from or claimed to result from any pollutant; and (iii) any reports made to any environmental agency arising out of or in connection with any pollutant in, on, about or under removed from the Center, including any complaint, notices, warnings or asserted violations in connection therewith. The Tenant shall also supply to the Landlord as promptly as possible, and in any event within five (5) business days after the Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the center, or the Tenant's use thereof. The Tenant shall promptly deliver to the Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all pollutants removed from the Premises.

E. The Tenant shall indemnify, defend (by counsel approved by the Landlord), protect, save and hold the Landlord and each of Landlord's members, managers, employees, agents, attorneys, successors, and assigns, free and harmless from and against any and all claims, liabilities, fines, charges, damages, penalties, forfeitures, losses or expenses (including attorney's fees), or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (i) the presence in, on, under or about the Premises of any pollutant brought or caused to be brought into or onto the Center by the Tenant; or (ii) the Tenant's

failure to comply with any law, ordinance or regulation. Tenant's obligations under this Paragraph (E) shall include, without limitation, and whether foreseeable or unforeseeable, all consequential damages and the cost of any required or necessary repair, cleanup, remediation, detoxification or decontamination of the Center, or the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of the Term of the Lease. The Tenant shall pay all reasonable costs and expenses incurred by the Landlord, including, but not limited to, attorney's fees for, with respect to, or as a direct or indirect result of, the presence in, on, under or about the property, or the escape, seepage, leakage, spillage, discharge, emission or release of any pollutant from the Center, including, without limitation, any residual contamination, on, under or about the Center or affecting the Premises. For purposes of the release and indemnity provisions of this Paragraph, any acts or omissions of the Tenant or its employees, agents, assignees, subtenants, contractors or subcontractors, invitees or others acting for or on behalf of the Tenant (whether or not their conduct is negligent, intentional, willful, or unlawful) shall be strictly attributable to the Tenant.

Miscellaneous.

Definitions.

As used in this Lease, the term "structure" shall only include the foundations, bearing and exterior walls (excluding glass and doors), subflooring, and roof (excluding skylights); the unexposed electrical, plumbing, sewage systems, gutters, and down spouts. The Tenant shall reimburse the Landlord for any sewer clean out work, backups, blockage, or maintenance because of the Tenant's discharge into the sewer system. As used in the Lease, the term "common areas" shall only include the areas and facilities outside the Unit and within the Center which are, from time to time, designated by the Landlord for the general use and convenience of the Tenant and other Tenants of the Center. As

used in this Lease, the terms "Landlord" and "Tenant" shall include their successors and assigns.

Entire Agreement.

This Lease contains the entire agreement between the Parties. Neither the Landlord or its agents nor the Tenant or its agents have made any statements, promises, or agreements verbally or in writing which conflict with the terms of this Lease and any and all representations by either party, or its agents, during the negotiations of this Lease which are not contained herein shall not be binding upon either party.

Real Estate Commissions.

Each party represents that it has not had dealings with any real estate licensee, broker, finder, or other similar person (the "broker") with respect to this Lease, except for Cantrell Real Estate & Property Management Inc. through its licensee Laura Cantrell and REMAX Dynamic Properties, through its licensee Mattthew Fink and Walter Hogarth. The Landlord shall be responsible for any commission or fees payable to the above-listed licensees and/or brokers. Landlord will pay REMAX Dynamic a 3% commission applied to the total amount of the term of $4,800 paid in full upon the execution and delivery of first months rent and security deposit with the signed lease agreement. Tenant acknowledges that the Landlord's agent represents the interests of the Landlord exclusively. Landlord acknowledges that REMAX represents the Tenant exclusively.

Disclosures.

Licensee Relationships: The Landlord and Tenant acknowledge the following:

(a) Listing Licensee: Laura Cantrell with Cantrell Real Estate & Property Management is exclusively representing the Landlord in this transaction as per attached Alaska Real Estate Commission Consumer Disclosure.

(b) Tenant's Representative and Licensee: Matthew Fink and Walter Hogarth with REMAX Dynamic Properties is exclusively representing

the Tenant in this transaction as per attached Alaska Real Estate Commission Consumer Disclosure.

(c) Management: Cantrell Real Estate & Property Management, Inc. provides property management for the Landlord.

Gender and Plural.

All the terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural and any other gender, masculine, feminine or neuter, as the context may require.

Party Status.

The Landlord and the Tenant are not and shall not be considered joint ventures or partners and neither shall have power to bind or obligate the other except as set forth herein.

Holding Over.

If the Tenant holds over after the expiration or earlier termination of the Term hereof without the express written consent of the Landlord, the Tenant shall become a Tenant at sufferance only, at a rental rate equal to one hundred twenty five percent (125%) of the rent in effect upon the date of such expiration (prorated on a daily basis), and otherwise subject to the terms, covenants and conditions herein specified, so far as applicable. Acceptance by the Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease nor affect the Landlord's right of reentry or any rights of the Landlord hereunder or otherwise provided by law, and either party may terminate such tenancy upon thirty (30) days prior written notice to the other party with the notice being effective on the first day of a month and the termination being effective on the last day of such month. If the Tenant fails to surrender the Premises upon the expiration of this Lease despite demand to do so by the Landlord, the Tenant shall indemnify and hold the Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding Tenant founded on or resulting from such failure to surrender and together with interest, attorney's fees and costs.

Option.

Any and all options to renew the Lease shall become null and void should three (3) delinquencies occur in any twelve (12) month period.

Venue.

Any legal proceedings concerning this Lease shall be brought within the Third Judicial District, State of Alaska, and the laws of the State of Alaska shall apply.

Severability.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable shall not be affected thereby.

Modification.

No modification, alteration, or amendment of this Lease shall be binding unless in writing and executed by the Parties.

Titles.

The titles of the sections of this Lease are inserted only as a matter of convenience and for reference, and in no way confine, limit or proscribe the scope or intent of any section of this Lease, nor in any way affect this Lease.

Time of the Essence.

Time is of the essence for the performance of each provision of the Lease.

Recordation.

The Tenant shall not record this Lease.

Use of Unit.

The Tenant's use of this Unit shall be subject to the rules and regulations described in **Appendix C** and to rules and regulations, which may be established from time to time by the Landlord pursuant to **Section** of this Lease.

Signage.

The Landlord shall provide space for the Tenant's signage as follows: STANDARD FOR CENTER. Tenant shall not place and maintain, nor permit any other person to place or maintain, on or in any exterior door, wall, or window of said Premises any sign, awning, canopy, marquee, or other advertising without the prior express written consent of Landlord. Should Landlord consent to any such sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall maintain it at all times during this Lease in good appearance and repair. Any signs used by the Tenant will require the Landlord's prior written approval, which shall not be unreasonably withheld and shall be subject to the rules and regulations described in **Appendix C** and the rules and regulations which may be established from time to time by the Landlord pursuant to **Section** of this Lease. On expiration or earlier termination of the Lease, any of the items mentioned in this section which are not removed from the Premises by Tenant on such expiration or termination of the Lease may, without damage or liability, be removed or destroyed by Landlord at Tenant's expense.

Landlord shall provide the existing sign location and electrical service. Tenant shall be responsible for the design, permitting, fabrication, installation, maintenance, repair, and removal of its sign.

Appendices.

Appendix A (description of Center and Unit), **Appendix B** (description of improvements and other agreements, if any), **Appendix C** (description of rules and regulations), and **Appendix D** (Guaranty) are hereby specifically incorporated into this Lease.

Rules of Construction.

The rule of construction of a document against the drafter is waived in consideration for the other provisions of this Lease, and all Parties to this Lease recognize that they have been represented by separate counsel or have had the opportunity to seek the advice of counsel, and all terms and conditions have been negotiated at arm's length. The Unit Lease Summary at the first of this Lease shall be used to construe the terms of this Lease.

Waiver.

The failure of either party to exercise any of its rights under this Lease for a breach of the Lease shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach. No custom or practice of the Parties at variance with the terms of the Lease shall constitute a waiver of any right to demand exact compliance with the terms of this Lease.

Delivery Upon Termination

Upon expiration of the Lease Term, or any subsequent renewal term, or other sooner termination of this Lease, the Tenant shall deliver to the Landlord possession of the Premises, together with all keys, improvements, or additions in or to the Premises, in the same condition as received at the Commencement Date, ordinary wear and tear excepted.

The Tenant shall remove its furniture, fixtures, and equipment, clean the Premises, and repair any damage occasioned by the removal of any improvement or equipment upon any termination of this Lease.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

LANDLORD: HAE WON STRAWBERRY, LLC

By: Laura Cantrell

Laura Cantrell, Property Manager

TENANT:

By: _____

Jason M. Heilig,
Its Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 17 day of Aug, 2026 before me, the undersigned, a Notary Public in and for Alaska, personally appeared Laura Cantrell, Property Manager of HAE WON STRAWBERRY, LLC to me known and known to me to be the individual named in the forgoing instrument, and acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year herein first above written.

TAMMY GWINN
My Comm. Exp. October 12, 2028
NOTARY PUBLIC
Comm. No. 241012005
STATE OF ALASKA

Tammy Gwinn
NOTARY PUBLIC in and for Alaska.
My Commission Expires: 10/12/2028

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On this 17th day of August, 2024, before me personally appeared Jason M. Heilig, to me known to be the Owner, of THE SPOT, LLC that executed the within and foregoing instrument, and acknowledged said instrument freely and voluntarily, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year herein first above written.

STATE OF ALASKA
NOTARY PUBLIC
Jenie R. Sta. Maria
My Commission Expires 5-2-2028

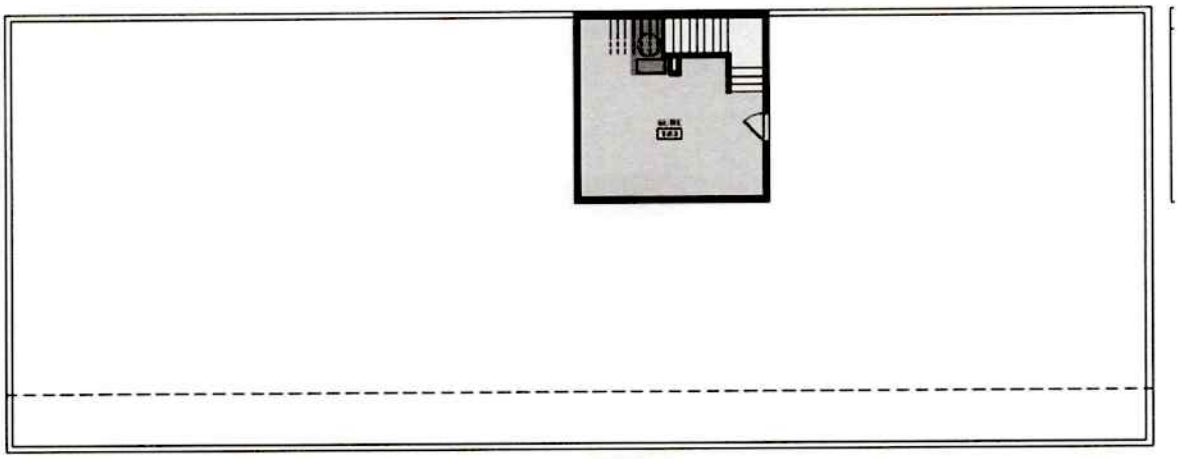
NOTARY PUBLIC in and for Alaska.
My Commission Expires: 5-2-2028
5-2-2028

APPENDIX A

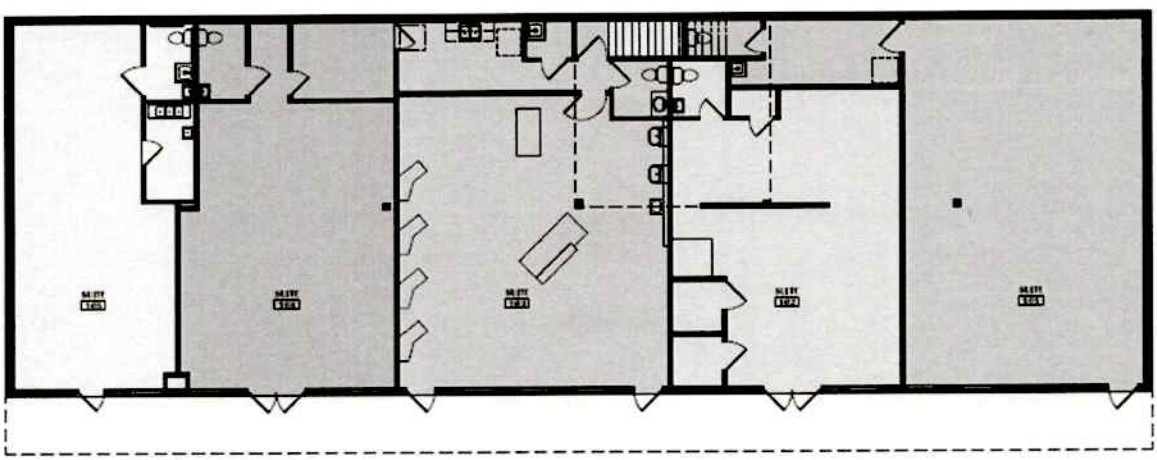
LEGAL DESCRIPTION AND DRAWING

Legal Description of Center

Block 1, Lot 1, College Heights, City of Anchorage,



2 OVERALL SECOND FLOOR/ROOF PLAN



1 OVERALL FIRST FLOOR PLAN

5440 East Northern Lights Blvd
Job #: 2352.04
BOMA 2017 for Office Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.1-2017)
Method B: Global Summary of Areas

Preliminary Calculation				Final Calculations					
Floor Level	Boundary Area	Rentable Exclusions	Floor Rentable Area	Space ID	Occupant Area	Base Bldg. Circulation	Service & Amenity Areas	Load Factor	Rentable Area
1st Floor	--	50	--	Vertical Penetrations	--	--	--	--	--
	--	--	--	Suite 101	1,213	--	--	1.00	1,218
	--	--	--	Suite 102	804	--	--	1.00	808
	--	--	--	Suite 103	1,121	--	--	1.00	1,126
	--	--	--	Suite 104	878	--	--	1.00	882
	--	--	--	Suite 105	761	--	--	1.00	764
1st Floor Total	4,827	50	4,777		**4,777**		0	1.00	**4,799**
2nd Floor	--	75	--	Vertical Penetrations	--	--	--	--	--
	--	--	--	Suite 103	319	--	--	1.00	320
2nd Floor Total	417	75	342		**319**		23	1.00	**320**
Building Total	**5,244**	**125**	**5,119**		**5,096**	**0**	**23**	**1.00**	**5,119**

Copy of drawing of Building attached here.

APPENDIX B

IMPROVEMENTS

LANDLORD'S WORK

Landlord shall perform improvements to the Premises in accordance with the following work list (the "**Work list**"). The improvements to be performed by Landlord in accordance with the Work list are hereinafter referred to as the "**Landlord's Work**." Landlord shall enter into a direct contract for the Landlord's Work with a general contractor selected by Landlord. In addition, Landlord shall have the right to select and/or approve of any subcontractors used in connection with the Landlord's Work.

In the event of default, the Landlord shall have in addition to the above remedies to collect its costs contributed for Tenant improvements.

The Landlord, at its cost, shall complete the following Work list by the Commencement Date of this Lease:

1. N/A

TENANT'S WORK

The Tenant, at its expense, shall complete the following improvements within one hundred eighty (180) days after the Commencement Date of this Lease in accordance with **Section** of the Lease:

Tenant shall complete all tenant improvements required for its intended use before opening for business and in compliance with all governmental requirements

APPENDIX C

Rules and Regulations

1. The Tenant shall comply with all applicable laws and regulations concerning the Unit and the Tenant's use of the Unit, without limitation.
2. The Tenant shall not use the Unit in any manner that may or will result in waste, nuisance, or unreasonable annoyance to other Tenants (including, without limitation, the use of loudspeakers, sound or light apparatus, or other items that can be heard, seen, or smelled outside the Unit). The Tenant shall not permit any activity, operation, equipment, or process that produces excessive noise, odor, smoke, vibration, dust, fumes, or other nuisance detectable outside the Premises. The Tenant shall continuously maintain all odor mitigation and ventilation equipment in good operating condition and promptly correct any condition that interferes with neighboring Tenants or the Common Areas.
3. The Tenant shall not do, bring, or keep anything in or about the Unit that may or will result in an increase in the rate of, or cancellation of, any insurance policy the Landlord currently has in force or may reasonably obtain in the future.
4. The Tenant shall not place, construct, or maintain any signs, advertisements, names, insignias, trademarks, or any other similar items on the common areas, the glass panes or supports of the Unit's windows, the doors, or the exterior walls or roof of any building in the Center, without the Landlord's prior written consent.
5. The Unit shall be maintained in safe, good condition.
6. All trash, refuse, and waste materials shall be broken down, stored in adequate containers, and regularly removed from the Unit. Containers shall not be visible to the general public and shall not constitute a health or fire hazard or a nuisance to any Tenant. Garbage shall not be placed behind units, outside or on top of garbage dumpsters, or in dumpsters in a way that prevents the lid from closing.
7. No portion of the Unit shall be used for lodging purposes.
8. The Tenant shall ensure that the entry doors to the Unit are closed and securely locked before leaving the Center. The Tenant shall exercise strict care to ensure that all water faucets and water apparatus are completely shut off before the Tenant or its authorized

representatives or invitees leave the Center, and that all lighting is carefully turned off, to prevent waste or damage.ge.

9. The toilet rooms, toilets, urinals, washbowls, and other apparatus available to the Tenant shall be used only for the purposes for which they were constructed. No foreign substance of any kind shall be thrown into them, and the Tenant shall pay the expense of any breakage, stoppage, or damage resulting from the violation of this rule.

10. No person shall use any of the common areas for purposes unrelated to the permitted use of the Unit without the prior written consent of the Landlord.

11. The Tenant shall use roadways and walkways only for ingress and egress from the Unit. Roadways shall not be used at speeds exceeding five (5) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. Walkways shall be used only for pedestrian travel.

12. The Tenant shall have exclusive use of the two (2) designated parking spaces located directly in front of the Unit. All other parking shall remain common parking, subject to the Landlord's rules and regulations. The Landlord shall have the right to prescribe the weight, size, position, and method of installation for all safes and other heavy equipment brought into the building. All damage to the building caused by moving or maintaining any such heavy equipment shall be repaired at the Tenant's cost.ost.

13. Upon termination of its tenancy, the Tenant shall deliver to the Landlord the keys to the Unit that were furnished to the Tenant or that the Tenant has made. In the event of the loss of any keys furnished by the Landlord, the Tenant shall reimburse the Landlord for the cost necessary to rekey the space.

14. The Landlord shall not be responsible to the Tenant or to any other person for the nonobservance or violation of the rules and regulations by other Tenants or other persons. The Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition of its occupancy of the Unit.

15. This Appendix C is attached to the Lease pursuant to Section 27 of the Lease and is subject, from time to time, to modification or amendment of existing rules and regulations and to the promulgation of new rules and regulations by the Landlord pursuant to that Section.

16. Tenant may not, without Landlord's prior written consent, alter, re-key, or install any locks on the leased premises. If Landlord chooses, and agrees in writing, to any of the above, Landlord must be provided with a key or keys to any and all locks. Such approval shall be subject to Tenant's use of Landlord's approved locksmith, NorthStar Locksmith, and shall be keyed to Landlord's master key system. Tenant shall be responsible for all costs associated with rekeying and duplicating keys.

17. APPENDIX D

GUARANTY AGREEMENT

THIS GUARANTY is given by THE SPOT, LLC, an Alaska limited liability company ("Tenant"), by Jason M. Heilig, its manager ("the Guarantors") at Anchorage, Alaska, HAE WON STRAWBERRY, LLC, an Alaskan limited liability company (the "Landlord), on this ___ day of August 2026.

Recitals

WHEREAS: At the request of Guarantors, Landlord has entered into a Lease Agreement (the "Lease") with THE SPOT, LLC, an Alaska limited liability company ("Tenant"), by Jason M. Heilig, its manager (the "Tenant"), for Unit/s 101 in the East Northern Lights Strip Mall Center, located in Anchorage, Alaska. Such Lease was simultaneously dated and executed with this Guaranty Agreement ("the Guaranty").

WHEREAS: Landlord would not have entered into the Lease except for the request of Guarantors and the execution and delivery of this Guaranty.

THEREFORE, in consideration of Landlord entering into the Lease with Tenant and other valuable consideration, Guarantors agree as follow:

1. Guaranty—Guarantors, for themselves, their successors, and their legal representatives, jointly and severally, guaranty the prompt payment when due, whenever payment may become due under the terms of the Lease, of all payments of rent, additional rent, and all other charges, expenses and costs of every kind and nature, which are or may be due now or in the future under the terms of the Lease; as well as the complete and timely performance, satisfaction and observation of the terms and conditions of the Lease, rules and regulations and related obligations arising by reason of the Lease, required to be performed, satisfied or observed by Tenant.

2. Coverage of Guaranty—This Guaranty extends to any and all liability which Tenant has or may have to Landlord by reason of matters occurring before the signing of the Lease by the parties or commencement of the term of the Lease or by matters occurring after the expiration of the term of the Lease by reason of the removal of Tenant property, surrender of possession, or other matters. This Guaranty extends to any successor of the Tenant, any assignee, or sub-Tenant of the Tenant, to any extensions or renewals of the Lease, and to any term established by reason of the holdover of Tenant, an assignee or sub-Tenant.

3. Performance Guaranty—In the event Tenant fails to perform, satisfy, or observe the terms and conditions of the Lease, rules and regulations, and related Lease obligations required to be performed, satisfied or observed by Tenant, Guarantors will promptly and fully perform, satisfy and observe the obligation or reimburse, and indemnify Landlord for any and all damages, costs, expenses, losses, and other liabilities arising or resulting from the failure of Tenant to perform, satisfy, or observe any of the terms and conditions of the Lease, rules and regulations, and related obligations.

4. Waiver of Notices—Without notice to or further assent from Guarantors, Landlord may waive or modify any of the terms or conditions of the Lease, any rules and regulations or related Tenant obligation; or compromise, settle, or extend the time of payment of any amount due from Tenant or the time of performance of any obligation of Tenant. The Landlord may take these actions without discharging or otherwise affecting the obligations of Guarantors.

5. Lease Security—This Guaranty shall remain in full force and effect, and Guarantors are fully responsible, without regard to any security deposit or other collateral for the performance of the terms and conditions of the Lease, or the receipt, disposition, application, or release of any security deposit or other collateral, now or hereafter held by or for Landlord.

6. Unconditional Obligations—The joint and several liabilities of the Guarantors are direct, immediate, absolute, continuing, unconditional, and unlimited. Landlord shall not be required to pursue any remedies it may have against Tenant or against any security deposit or other collateral as a condition to enforcement of this Guaranty. Nor shall Guarantors be discharged or released by reason of the discharge or release of Tenant for any reason, including a discharge in bankruptcy, receivership, or other proceedings; a disaffirmation or rejection of the Lease by a trustee, custodian, or other representative in Bankruptcy; a stay or other enforcement restriction; or any other reduction, modification, impairment, or limitation of the liability of Tenant or any remedy of the Landlord.

7. Subordination of Subrogation Rights—Guarantors subordinate any and all claims they have or may have against Tenant, whether arising from subrogation for payments or performance under this Guaranty or for any other reason or cause. Guarantors agree not to assert any claim they have or may have against Tenant, including any claims arising from subordination under this Guaranty, until such time as Tenant's payment and other obligations to Landlord are fully satisfied and discharged.

8. Binding Effect—This Guaranty is binding upon Guarantors, their successors, legal representatives, and assigns, and is binding upon and shall inure to the benefit of Landlord, its successors, and assigns. No assignment or delegation by Guarantors shall release Guarantors of their obligations under this Guaranty. The term "Tenant" used in this Guaranty also includes the first and any successive assignee or sub-Tenant of Tenant or any assignee or sub-Tenant of Tenant.

9. Modifications—This Guaranty may not be modified orally, but only by a writing signed by both Guarantors and Landlord. Modifications include any waiver, change, discharge, modification, or termination.

IN WITNESS WHEREOF, Guarantors have duly signed this Guaranty on the date stated above.

Guarantors:

Jason M. Heilig

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 17th day of August, 2026 before me personally appeared Jason M. Heilig, who executed the within and foregoing instrument, and acknowledged said instrument freely and voluntarily, and on oath stated that s\he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year herein first above written.

Notary Public in and for the State of Alaska My commission expires: 5-2-2028

STATE OF ALASKA
NOTARY PUBLIC
Jenie R. Sta. Maria
My Commission Expires 5-2-2028


STATE OF ALASKA
NOTARY PUBLIC
Jerla R. Sia. Marla
My Commission Expires

Docusign Envelope ID: A51A529E-3418-8932-82A1-02159DEF1353

Addendum to Unit Lease between Landlord: Hae Won Strawberry, LLC and Tenant: The Spot, LLC dated August 17, 2026, for that Property known as 5440 E. Northern Lights Blvd, Suite 101, Anchorage, Alaska 99508

The undersigned Landlord and Tenant hereby agree to the following:

1. The following language is added to the Default section of said Lease: “In the event of a default by Tenant, Landlord will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from facility.”
2. All other terms and conditions of said Lease shall remain the same.

ACCEPTANCE BY TENANT

I/We understand that this is a legally binding contract. Tenant has read the foregoing addendum and accepts it as representing the terms and conditions and accepts full responsibility for the completeness and accuracy thereof.

TENANT: The Spot, LLC

Signed by:
Jason Heilig
5EE93A53AD0941E...

Aug-18-2026 | 5:45 AKDT

By: Jason M. Heilig — Date

Its: Manager

ACCEPTANCE BY LANDLORD

I/We understand that this is a legally binding contract. Landlord has read the foregoing addendum and accepts it as representing the terms and conditions and accepts full responsibility for the completeness and accuracy thereof.

LANDLORD: Hae Won Strawberry, LLC

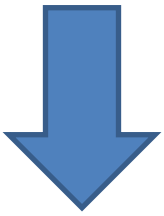
DocuSigned by:
Laura Cantrell
585037EF621C44C...

Aug-18-2026 | 5:53 AKDT

By: Laura Cantrell — Date

Its: Property Manager

NOTIFICATIONS



THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

September 9, 2026

ATTN: Municipality of Anchorage
VIA Email: miranda.honest@anchorageak.gov; liza.spano@anchorageak.gov; elizabeth.appleby@anchorageak.gov; shawn.odell@anchorageak.gov; gloria.stewart@anchorageak.gov; lori.blake@anchorageak.gov; bradley.larson@anchorageak.gov; elaine.quiboloy-reid@anchorageak.gov

License Number:	#43539
License Type:	Retail Marijuana Store
Licensee:	The Spot LLC
Doing Business As:	The Spot LLC
Physical Address:	5440 E Northern Lights Blvd Suite 101 Anchorage, AK 99504 UNITED STATES
Designated Licensee:	Jason Heilig
Phone Number:	907-715-2550
Email Address:	thespotak49@gmail.com

☒ **New Application** ☐ **New Onsite Consumption Endorsement Application (Retail Only)**
AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application 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. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

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 **November 18th-19th, 2026** meeting.

Sincerely,



Kevin Richard, Director
amco.localgovernmentonly@alaska.gov

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

September 9, 2026
Tudor Area
Steve Callaghan
VIA email: UACCPresident@gmail.com

License Number:	#43539
License Type:	Retail Marijuana Store
Licensee:	The Spot LLC
Doing Business As:	The Spot LLC
Physical Address:	5440 E Northern Lights Blvd Suite 101 Anchorage, AK 99504 UNITED STATES
Designated Licensee:	Jason Heilig
Phone Number:	907-715-2550
Email Address:	thespotak49@gmail.com

☒ **New Application** ☐ **New Onsite Consumption Endorsement Application (Retail Only)**

3 AAC 306.025(d)(3) and (4) requires that the Director shall provide written notice to a community council or any nonprofit organization that has requested notification about pending applications for marijuana licenses.

This letter serves to provide written notice to the above referenced entities regarding the above application (application documents will be sent separately via ZendTo).

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director and the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

This application is scheduled to be considered by the Marijuana Control Board at its November 18th-19th, 2026 meeting.

If you have any questions, please send them to marijuana.licensing@alaska.gov.

Sincerely,

Kevin Richard, Director

THE STATE of ALASKA
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Department of Commerce, Community, and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

September 9, 2026

The Spot LLC
DBA: The Spot LLC
Via email: thespotak49@gmail.com

Re: Application Status for License #43539

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 November 18th-19th, 2026 board meeting for Marijuana Control Board consideration. The meeting agenda gets posted on our website 7 days before the board meeting. **Your appearance at the meeting, either in-person or telephonic, is mandatory.** Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Sincerely,

Kevin Richard, Director, 907-269-0350