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 10, 2026

FROM: Tyler Wallace – Licensing Examiner 2 RE: 16213 dba Alaskan Kush Company #16213

This is a Transfer of Ownership for a Marijuana Retail Store in the City and Borough of Juneau. The transfer involves Alaskan Kush Company LLC dba Alaskan Kush Company – Casey Wilkins/100% ownership to James Protzman/100% ownership

Other Licenses Direct/Indirect Interests:
#20532 dba Cultivated Confections
#22015 dba Area 49 Farms LLC

Determined Complete Notice Sent:	11/10/2026
Public Objection Period Ends:	12/10/2026
Local Government Response/Date:	Pending as of 11/10/2026
Fire Marshal Response/Date:	Deferred
DEC:	Pending
DOL-WC Response/Date:	Pending
DOL-ES Response/Date:	Pending
DOR Response/Date:	Pending
Creditor(s) Response/Date:	None as of 11/10/2026
Background check status:	Complete
Objection(s) Received/Date:	None as of 11/10/2026
Other Public Comments Received:	None as of 11/10/2026

Staff Questions/Issues for Board: N/A

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

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Alaska Marijuana Control Board
Marijuana Establishment

Form MJ-17c: License Transfer Application

This transfer application must be completed and submitted to AMCO's main office, along with all necessary supplemental documents and fees listed in **Form MJ-17b: License Transfer Application Checklist**, before a transfer of ownership, including a change that affects the controlling interest of an entity, will be considered by the Marijuana Control Board.

Please note that licensees seeking to change controlling interest of an entity that owns multiple licenses must submit a separate completed copy of this form and the required supplemental documents and fees for each license.

Licensees seeking to establish a security interest in the license transferred must submit all documentation required under 3 AAC 306.051.

Section 1 – Transferor Information

Enter information for the ***current*** licensee and licensed establishment.

Licensee:	Alaskan Kush Company LLC	**License Number:**	16213		
License Type:	Retail Marijuana Facilities				
Doing Business As:	Alaskan Kush Company				
Premises Address:	159 S Franklin St.				
City:	Juneau	**State:**	Alaska	**ZIP:**	99801
Email:	cwilkins907@gmail.com				
Local Government:	Juneau				

- [x] Regular ownership transfer
- [ ] Transfer with security interest
- [ ] Transfer of controlling interest in the licensed entity
- [ ] Compelled re-transfer
- [ ] Transfer of Location

Section 2 – Transferee Information

Enter information for the ***new*** applicant seeking to be licensed. The business license # should be issued for the DBA listed below and held by the transferee.

Licensee:	AKC LLC	**Alaska Entity #**	10369972		
Mailing Address:	P.O. Box 220083				
City:	Anchorage	**State:**	AK	**ZIP:**	99522
Doing Business As:	Alaskan Kush Company				
New Premises Address: (Skip if location remains the same).					
City: (Skip if location remains the same).		**Local Government:** (Skip if location remains the same):			
State of Alaska Business License #:	2244733	**Business Phone:**	907-632-8917		

Designated Licensee: A main contact person.	James Protzman		
Contact Email:	ccofak@gmail.com	**Phone Number:**	907-632-8917

Alaska Marijuana Control Board

Form MJ-17c: License Transfer Application

Section 3 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form.

If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, list each ***officer or director, and owner of any of the corporation's stock.***
- If the applicant is a **limited liability company**, list each ***member holding any ownership interest and each manager.***
- If the applicant is a **partnership** or **limited partnership**, list each ***partner holding any interest and each general partner.***

Entity Official Name:	James Protzman				
Title(s):	Manager, Member	**Phone:**	907-632-8917	**% Owned:**	100
Email:	ccofak@gmail.com				
Mailing Address:	120 Beaufort Cir.				
City:	Anchorage	**State:**	AK	**ZIP:**	99515
Entity Official Name:					
Title(s):		**Phone:**		**% Owned:**	
Email:					
Mailing Address:					
City:		**State:**		**ZIP:**	
Entity Official Name:					
Title(s):		**Phone:**		**% Owned:**	
Email:					
Mailing Address:					
City:		**State:**		**ZIP:**	
Entity Official Name:					
Title(s):		**Phone:**		**% Owned:**	
Email:					
Mailing Address:					
City:		**State:**		**ZIP:**	
Entity Official Name:					
Title(s):		**Phone:**		**% Owned:**	
Email:					
Mailing Address:					
City:		**State:**		**ZIP:**	

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Form MJ-17c: License Transfer Application

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Section 4 – Other Licenses

Ownership and financial interest in other marijuana establishments:	Yes	No
Does any representative or owner named as a transferee in this application have a direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?	☑	☐

If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

James Protzman, 100% ownership, CC Enterprises dba Cultivated Confections, 5a-20532. Marijuana Product Manufacturing Facility
James Protzman, 100% ownership, Area 49 Farms, 4a-22015, Standard Marijuana Cultivation Facility

Section 5 – Authorization

Communication with AMCO staff:	Yes	No
Does any person <u>other than</u> a licensee named in this application have authority to discuss this license with AMCO staff?	☐	☑

If "Yes", disclose the name of the individual and the reason for this authorization:

Section 6 – Transferee Certifications

Read the line below, and then sign your initials in the box to the right of the statement:	Initials
I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.	
Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.	
I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.	
I agree to provide all information required by the Marijuana Control Board in support of this application.	

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

James C Protzman
Printed name of transferee

Official Seal
Callum Larson
Notary Public-State of Alaska
My Comm. Expires 09/28/2030

Notary Public in and for the State of Alaska.

My commission expires: 09/28/2030

Subscribed and sworn to before me this 6 day of October, 2026.

Section 7 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of unsworn falsification that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) approve of the transfer of this license, and that the information on this form is true, correct, and complete.

Official Seal
Callum Larson
Notary Public-State of Alaska
My Comm. Expires 09/28/2030

Signature of transferor

Printed name of transferor: Casey Wilkins

Notary Public in and for the State of Alaska.

My commission expires: 09/28/2030

Subscribed and sworn to before me this 6 day of October, 20 26.

Signature of transferor

Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Signature of transferor

Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

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

Alaska Marijuana Control Board

Form MJ-17d: Unaltered Operating Plan and/or Premises Diagram Form

Why is this form needed?

This operating plan and/or diagram form is required to be submitted by the transferee for any marijuana establishment transfer license application where the transferee is not making changes to the operating plan and/or premises diagram approved by the Marijuana Control Board, in the course of the transfer application, per 3 AAC 306.045(e). By completing this form you are certifying that no changes will be made to the operating plan and/or premises diagram that have been previously submitted and approved for this license. This form replaces the information required by regulations 3 AAC 306.020(b)(8), 3 AAC 306.020(c), 3 AAC 306.315(2), 3 AAC 306.420, 3 AAC 306.520(2) and (3), and 3 AAC 306.615 if no changes are being made to your operating plan or diagram during the transfer.

Section 1 – Establishment Information

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

New Licensee:	AKC LLC	**License Number:**	10369972		
License Type:	Retail Marijuana Facilities				
Doing Business As:	Alaskan Kush Company				
Premises Address:	159 S Franklin St.				
City:	Juneau	**State:**	AK	**ZIP:**	99801

Section 2 – Certification

You must be able to certify at least one of the statements below. Read the following and then sign your initials in the applicable box(es) to the right: Initials

I certify that there will be no changes to the operating plan for this license. [AM]
If the above statement is certified you will not be required to submit forms MJ-01 and MJ-03, MJ-04, MJ-05 or MJ-06.

I certify that there will be no changes to the premises diagram for this license. [AM]
If the above statement is certified, you will not be required to submit form MJ-02.

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. [AM]

James Protzman
Printed name of transferee

Signature of transferee

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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:	AKC LLC	**License Number:**	16213		
License Type:	Retail Marijuana Facilities				
Doing Business As:	Alaskan Kush Company				
Premises Address:	159 S Franklin St.				
City:	Juneau	**State:**	AK	**ZIP:**	99801

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	James Protzman
Title:	Manager, Member

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?

James Protzman, 100% ownership, CC Enterprises dba Cultivated Confections, 5a-20532. Marijuana Product Manufacturing Facility
James Protzman, 100% ownership, Area 49 Farms, 4a-22015, Standard Marijuana Cultivation Facility

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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.

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

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

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.

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.

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.

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).

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

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.

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.

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.

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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.

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.

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

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

All marijuana establishment license applicants:

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.

James Proteman
Printed name of licensee

Signature of licensee

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Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
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Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

Why is this form needed?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's 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:	AKC LLC	**License Number:**	16213		
License Type:	Retail Marijuana Facilities				
Doing Business As:	Alaskan Kush Company				
Premises Address:	159 S. Franklin St.				
City:	Juneau	**State:**	AK	**ZIP:**	99801

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 10/15/2026 End Date: 10/25/2026

Other conspicuous location: Foodland IGA Public Bulletin Board, 615 W Willoughby Ave., Juneau, AK. 99801

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.

Signature of licensee

James Casey Protzman
Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Anchorage, AK.

My commission expires: 01-08-2030

Subscribed and sworn to before me this 26th day of October, 2026.

Official Seal
State of Alaska
Notary Public
K. Flecha
Commission # 260108007 Commission expires 01/08/2030

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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:	AKC LLC	**License Number:**	16213		
License Type:	Retail Marijuana Facilites				
Doing Business As:	Alaskan Kush Company				
Premises Address:	159 S. Franklin St.				
City:	Juneau	**State:**	AK	**ZIP:**	99801

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): City and Borough of Juneau Date Submitted: 10/30/2026

Name/Title of LG Official 1: Nate Watts Name/Title of LG Official 2: _____

Community Council: Code Compliance Officer Date Submitted: 10/30/2026

(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.

James Casey Protzman
Printed name of licensee

Signature of licensee

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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:	AKC LLC	**License Number:**	16213		
License Type:	Retail Marijuana Facilities				
Doing Business As:	Alaskan Kush Company				
Premises Address:	159 S Franklin St.				
City:	Juneau	**State:**	AK	**ZIP:**	99801

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	James Protzman		
Title:	Manager, Member		
SSN:	[redacted]	**Date of Birth:**	[redacted]

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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. JM

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040. JM

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. JM

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. JM

James Protzman
Printed name of licensee

Signature of licensee

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Alaska Business License # **2244733**

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

AKC LLC

is licensed by the department to do business as

Alaskan Kush Company

P.O. Box 220083, Anchorage, AK 99522-0083

for the period

November 10, 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

Alaskan Kush Company
P.O. Box 220083
Anchorage, AK 99522-0083

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Alaska Entity #10369972

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

Certificate of Amendment

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

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

AKC LLC
formerly
Alaskan Kush & Coffee Company LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 5, 2026**.

Julie Sande
Commissioner

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Alaskan Kush Company
P.O. Box 220083
Anchorage, AK 99522-0083

AK Entity #: 10369972
Date Filed: 10/05/2026
State of Alaska, DCCED

10129883 5

State of Alaska
Division of Corporations
CORPORATIONS SECT
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

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CBPL
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ARTICLES OF AMENDMENT
Domestic Limited Liability Company
AS 10.50.100

☒ **$25.00 Filing Fee (non-refundable)**

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

ITEM 1: Name of the Entity:

Alaskan Kush & Coffee Company LLC	Alaska Entity #: 10369972

ITEM 2:

Date the original Articles of Organization were filed:	06/28/2026

ITEM 3: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Article 1: The name of the limited liability company is AKC LLC

Attach a separate sheet if needed.

ITEM 4: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

Signature	Printed name	Title	Date
	James Protzman	Manager, Member	10/01/2026

If signing on behalf of a member or manager which is an entity, then identify signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

Mail the Articles of Amendment and the non-refundable $25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.

K5439336

Alaska Entity #10369972

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

Certificate of Organization

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

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

Alaskan Kush & Coffee Company LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **June 28, 2026**.

Julie Sande
Commissioner

AK Entity #: 10369972
Date Filed: 06/28/2026
State of Alaska, DCCED

FOR DIVISION USE ONLY

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

Domestic Limited Liability Company

Initial Biennial Report

Entity Name: Alaskan Kush & Coffee Company LLC

Entity Number: 10369972

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 159 S. FRANKLIN ST., JUNEAU, AK 99801

Mailing Address: P.O. BOX 220083, ANCHORAGE, AK 99522-0083

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: James Protzman

Physical Address: 159 S FRANKLIN ST. , JUNEAU, AK 99801

Mailing Address: P.O. BOX 220083, ANCHORAGE, AK 99522-0083

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
James C Protzman	P.O. Box 220083, Anchorage, AK 99522-0083	100	X	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

NAICS Code: 456199 - ALL OTHER HEALTH AND PERSONAL CARE RETAILERS

New NAICS Code (optional):

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: James C Protzman

AK Entity #: 10369972
Date Filed: 06/28/2026
State of Alaska, DCCED

FOR DIVISION USE ONLY

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

Articles of Organization

Domestic Limited Liability Company

Web-6/28/2026 8:48:03 PM

1 - Entity Name

Legal Name: Alaskan Kush & Coffee Company LLC

2 - Purpose

Business entity for retail location selling locally grown and made products.

3 - NAICS Code

456199 - ALL OTHER HEALTH AND PERSONAL CARE RETAILERS

4 - Registered Agent

Name: James Protzman

Mailing Address: P.O. Box 220083, Anchorage, AK 99522-0083

Physical Address: 159 S Franklin St. , Juneau, AK 99801

5 - Entity Addresses

Mailing Address: P.O. Box 220083, Anchorage, AK 99522-0083

Physical Address: 159 S. Franklin St., Juneau, AK 99801

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
James Protzman			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: James Protzman

Alaska Business License # 2242927

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

Alaskan Kush & Coffee Company LLC

is licensed by the department to do business as

Alaskan Kush Company

P.O. Box 220083, Anchorage, AK 99522-0083

for the period

October 6, 2026 to December 31, 2028
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

OPERATING AGREEMENT

OF

AKC LLC

dba Alaskan Kush Company

An Alaska Limited Liability Company

This Operating Agreement ("Agreement") is entered into as of August 1, 2026, by the undersigned member(s) of AKC LLC, an Alaska limited liability company (the "Company").

1. Formation and Name

The Company was formed as an Alaska limited liability company by the filing of Articles of Organization with the Alaska Division of Corporations, Business and Professional Licensing. The legal name of the Company is AKC LLC. The Company is authorized to do business as **Alaskan Kush Company** (the "DBA").

2. Purpose

The purpose of the Company is to engage in the retail sale of marijuana and marijuana products under the DBA Alaskan Kush Company, and any other lawful business permitted under Alaska law, including the Alaska Marijuana Control Board regulations, and to do all things necessary or incidental thereto.

3. Principal Office and Registered Agent

The principal place of business shall be at 159 S. Franklin Street, Juneau, Alaska, or such other location as the Member(s) may designate. The registered agent and registered office shall be as set forth in the Articles of Organization or as later amended.

4. Members and Ownership

The Company is member-managed. The Member(s) and their ownership interests are as follows:

Member Name	Ownership Percentage	Capital Contribution
James Casey Protzman	100%	$400,000

All members must be Alaska residents as required for marijuana establishment ownership under Alaska law and AMCO regulations.

5. Management

The Company shall be managed by its Member(s). James Casey Protzman is designated as the Managing Member and is authorized to act on behalf of the Company, open bank accounts, enter into contracts (including leases and subleases), apply for and hold marijuana licenses in the name of AKC LLC dba Alaskan Kush Company, and take all actions necessary to conduct the business of the Company.

6. Capital Contributions and Distributions

The initial capital contribution of the Member is $400,000, as set forth above. Additional contributions may be made as agreed by the Member(s). Profits and losses shall be allocated, and distributions made, in proportion to ownership percentages, subject to applicable law and any restrictions under marijuana licensing regulations.

7. Transfer of Interests

AMCO Received 11.5.26

No member may transfer, assign, or encumber any membership interest without the prior written consent of all other members and, where required, the approval of the Alaska Marijuana Control Board. Any transfer that would violate AMCO ownership or residency requirements is void.

8. Books and Records

The Company shall maintain complete books and records at its principal office or another location designated by the Managing Member. Members shall have reasonable access to the records.

9. Dissolution

The Company shall dissolve upon the written consent of the Member(s), or as otherwise required by law. Upon dissolution, assets shall be applied to creditors and the remainder distributed to the Member(s) according to ownership percentages.

10. Governing Law

This Agreement shall be governed by the laws of the State of Alaska, including the Alaska Revised Limited Liability Company Act (AS 10.50).

11. Amendments

This Agreement may be amended only by a written instrument signed by all Member(s).

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement as of August 1, 2026.

Member:

James Casey Protzman

Date: Aug 1 2026

AMCO Received 11.5.26

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-19: Creditors Affidavit

Why is this form needed?

This form must be completed by the **current holder** (transferor) of a marijuana establishment license in order to report all debts of and taxes owed by the business, as required by 3 AAC 306.045(b)(2). The Marijuana Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the operation of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per 3 AAC 306.080(c)(2).

You must submit a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on this form. This form must be completed and submitted to AMCO's Anchorage office before any license transfer application will be considered complete.

Section 1 – Transferor Information

Enter information for the ***current*** licensee and licensed establishment.

Licensee:	Alaskan Kush Company LLC	**License Number:**	16213		
License Type:	Retail Marijuana Facilities				
Doing Business As:	Alaskan Kush Company				
Premises Address:	159 S Franklin St.				
City:	Juneau	**State:**	Alaska	**ZIP:**	99801
Federal Tax ID # / EIN:	[redacted]				

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
none		

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Dept. of Commerce
AMCO

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-19: Creditors Affidavit

Section 3 – Transferor Certifications

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

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current. CW

I certify that I have submitted a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on Page 1 of this form. CW

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. CW

Signature of transferor

Official Seal
Callum Larson
Notary Public-State of Alaska
My Comm. Expires 09/28/2030

Signature of Notary Public

Casey Wilkins
Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires: 09/28/2030

Subscribed and sworn to before me this 6 day of October, 2026.

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OCT 08 2026
Dept. of Commerce
AMCO

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA } SS:

I, Randie Pospical, being first duly sworn, on oath deposes and says:
That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Sound Publishing / JUNEAU EMPIRE, a newspaper of general circulation and published at JUNEAU, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

transfer of license
October 10, 2026
October 17, 2026
October 24, 2026

x Randie P L

SUBSCRIBED AND SWORN before me on this

5 day of Nov, 2026.

Donna K Schrader

NOTARY PUBLIC in favor for the State of Alaska.

My Commission Expires October 19, 2027

NOTARY PUBLIC
DONNA K SCHRADER
STATE OF ALASKA
My Commission Expires October 19, 2027

Alaskan Kush Company LLC., doing business as Alaskan Kush Company, located at 159 S Franklin St., Juneau, AK is applying under 3 AAC 306.045 for transfer of a Retail Marijuana Store (3 AAC 306.300), license # 16213 to AKC LLC, doing business as Alaskan Kush Company.

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 a copy of the application 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.

Pub: Oct. 10, 17 & 24, 2026 1037446

AMCO Received 11.5.26

Gmail

Casey Protzman <casey@ccofak.com>

Proof of fulfillment - Legal Notice

1 message

Stephanie Rhodes <stephanie.rhodes@blackpress.ca> Fri, Oct 30, 2026 at 9:15 AM
To: "casey@ccofak.com" <casey@ccofak.com>

Hi Casey,

Donna Schrader who handles our Affadavits in Alaska is out of office until Wednesday. Once she returns we will get your affidavit over right away.
For now, here are tearsheets for the publications as proof of fulfillment. If you need anything else let me know.

Have a great weekend!

Cheers,

Stephanie Rhodes
General Sales Manager - Alaska Division
907.560.1990
stephanie.rhodes@soundpublishing.com
carpentermediagroup.com | soundpublishing.com

Carpenter Media Group

Classified Proof

Client	258638 - James Protzman	Phone	(907) 632-8917
Address	PIO BOX 220083	E-Mail	donna.schrader@peninsulaclarion.com
	Anchorage, AK, 99522	Fax	

Order#	1037446	Requested By		Order Price	$305.03
Classification	K024 - Legal	PO #		Tax 1	$0.00
Start Date	10/10/2026	Created By	4112	Tax 2	$0.00
End Date	10/24/2026	Creation Date	10/06/2026, 03:59:06 pm	Total Net	$305.03
Run Dates	3			Payment	$305.03
Publication(s)	Juneau Empire				

Sales Rep	4112 - Schrader, Donna	Phone	(907) 335-1233
		E-Mail	donna.schrader@soundpublishing.com
		Fax	

Proofed by Schrader, Donna, 10/07/2026 02:57:10 pm

Alaskan Kush Company LLC., doing business as Alaskan Kush Company, located at 159 S Franklin St., Juneau, AK is applying under 3 AAC 306.045 for transfer of a Retail Marijuana Store (3 AAC 306.300), license # 16213 to AKC LLC, doing business as Alaskan Kush Company.

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 a copy of the application 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.

Pub: Oct. 10, 17 & 24, 2026 1037446

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is entered into as of 10/26, 2026, by and between:

High Tides Emporium LLC, an Alaska limited liability company ("Sublandlord"), and

AKC LLC dba Alaskan Kush Company, an Alaska limited liability company ("Subtenant").

1. Master Lease.

Sublandlord is the tenant under that certain Commercial Lease for the building at 159 S. Franklin Street, Juneau, Alaska, with Mike T. Adams and Bettye J. Adams as Lessor (the "Master Lease"). This Sublease is subject to all terms of the Master Lease. Subtenant has received a copy of the Master Lease and agrees to be bound by its terms as they apply to the Subleased Premises.

2. Subleased Premises.

Sublandlord subleases to Subtenant the restricted-access cannabis retail portion of the premises located at 159 S. Franklin Street, Juneau, Alaska (the "Subleased Premises"). The Subleased Premises consist of the area designated for licensed cannabis retail sales, as shown on the premises diagram approved by the Alaska Marijuana Control Board and the City and Borough of Juneau, once such diagram is finalized. The exact square footage and layout shall be as reflected in that approved diagram and any subsequent amendments approved by the applicable authorities. The Subleased Premises do not include the all-ages gift and coffee shop areas retained by Sublandlord.

3. Term.

The term of this Sublease shall begin on September 1, 2026, and shall end on August 31, 2029, unless earlier terminated. If Sublandlord properly exercises any extension option under the Master Lease, this Sublease shall automatically extend for the same period, provided Subtenant is not in default.

4. Rent.

Monthly rent shall be calculated as a percentage of the total monthly rent payable by Sublandlord under the Master Lease, based on the proportion of the total square footage of the building occupied by the Subleased Premises. The percentage shall be determined after the premises diagram is approved by the Alaska Marijuana Control Board and the final square footage of the restricted-access cannabis retail area is established. Until the percentage is finalized, Subtenant shall pay a mutually agreed estimated amount, which shall be adjusted (with true-up) once the approved square footage is known. Rent is due on or before the first day of each month, plus any applicable sales tax. Late fees and interest shall be the same as those provided in the Master Lease. Upon any extension of the Master Lease, the percentage-based rent shall continue to apply to the adjusted Master Lease rent.

5. Use.

Subtenant shall use the Subleased Premises solely for the retail sale of cannabis and cannabis products in full compliance with all Alaska Marijuana Control Board regulations, City and Borough of Juneau requirements, and the use restrictions in the Master Lease. No manufacturing of edibles, concentrates, or use of extraction techniques (including butane or alcohol) is permitted. On-site consumption and cultivation are permitted only to the extent expressly allowed by Subtenant's license and the approved premises diagram.

6. Compliance and Operations.

Subtenant shall, at its sole cost, obtain and maintain all required licenses, permits, and approvals for cannabis retail operations. Subtenant shall comply with all laws applicable to the Subleased Premises and shall not do anything that would cause Sublandlord to be in default under the Master Lease. Subtenant shall maintain the Subleased Premises in clean and sanitary condition and shall be responsible for its share of utilities attributable to the Subleased Premises, as reasonably

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Dept. of Commerce
AMCO

determined by Sublandlord.

7. Insurance.

Subtenant shall maintain commercial general liability insurance, property insurance covering its inventory and fixtures, and any other insurance required for a licensed cannabis retail premises, naming Sublandlord and the Master Landlord as additional insureds where appropriate. Subtenant shall provide certificates of insurance upon request.

8. Alterations.

Subtenant shall not make alterations to the Subleased Premises without the prior written consent of both Sublandlord and the Master Landlord, which consent shall not be unreasonably withheld. All alterations shall comply with the Master Lease and applicable codes.

9. Assignment and Further Subletting.

Subtenant may not assign this Sublease or further sublet the Subleased Premises without the prior written consent of Sublandlord and the Master Landlord.

10. Default.

If Subtenant defaults under this Sublease and fails to cure within any applicable notice and cure period, Sublandlord may terminate this Sublease and pursue all remedies available under the Master Lease and applicable law. Subtenant shall remain liable for all rent and other amounts due through the end of the term.

11. Landlord Consent.

This Sublease is conditioned on the written consent of the Master Landlord, which has been or will be obtained. A copy of the consent shall be attached to this Sublease.

12. Miscellaneous.

This Sublease constitutes the entire agreement between the parties regarding the Subleased Premises and may be amended only in writing signed by both parties. Notices shall be given in writing to the addresses set forth below or such other address as a party may designate. This Sublease shall be governed by the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first written above.

Sublandlord:

High Tides Emporium, LLC

By: _____

James Casey Protzman, Managing Member

Date: 10/26/26

Subtenant:

AKC LLC dba Alaskan Kush Company

By: _____

James Casey Protzman, Managing Member

Date: 10/26/26

CONSENT TO SUBLEASE

Date: 10/27/2026

To: High Tides Emporium LLC
Re: Commercial Lease for 159 S. Franklin Street, Juneau, Alaska

This letter confirms that Mike T. Adams and Bettye J. Adams ("Lessor") consent to High Tides Emporium LLC ("Tenant") subleasing a portion of the premises located at 159 S. Franklin Street, Juneau, Alaska, to AKC LLC dba Alaskan Kush Company ("Subtenant").

The subleased area consists of the restricted-access cannabis retail portion of the premises, as further defined in the sublease agreement between Tenant and Subtenant and consistent with the premises diagram approved by the Alaska Marijuana Control Board and the City and Borough of Juneau.

Lessor's consent is conditioned on the following:

1. Tenant remains fully liable under the original lease.
2. Subtenant complies with all applicable Alaska Marijuana Control Board regulations, City and Borough of Juneau requirements, and the use restrictions in the lease (including no manufacturing of edibles, concentrates, or extraction).
3. The sublease does not extend beyond the term of the master lease (including any properly exercised extensions).
4. This consent applies only to the sublease described above and does not authorize further assignments or subleases without additional written consent.

Lessor's signature below constitutes the written consent required under the lease.

M T. Adams

Mike T. Adams, Lessor
Date: 10/27/2026

Bettye J Adams

Bettye J. Adams, Lessor
Date: 10/29/2026

Acknowledged:

High Tides Emporium LLC

By: _____

James Casey Protzman, its Managing Member

Date: 10/29/26

COMMERCIAL LEASE FOR 159 S. FRANKLIN STREET BUILDING

This lease is between Mike T. Adams and Bettye J. Adams, husband and wife, hereinafter called lessor, and High Tides Emporium LLC, by James Casey Protzman, its Managing Member, herein called Tenant.

WITNESSETH:

1. Lessor leases to Tenant and Tenant leases from Lessor the building at 159 S. Franklin st, Juneau, Alaska; excluding the areas outside the back doors except for their use as a fire exit. It is understood that the owners of the building will continue to do construction in and on this back area outside of the building. Access for this construction will be through the Alaskan, the alley way, or off Gastineau Ave.

2. The premises shall be used for the purpose of selling and growing cannabis, on site consumption, a coffee shop, and a gift shop and no other purpose without the written consent of the lessor. There will be no manufacturing of edibles, concentrates, or use of extraction techniques (no butane, alcohol).

3. The term of the lease will be for three (3) years starting on the first of September 2026 and terminating on the 31st of August, 2029. This lease may be extended if both parties agree at the time of renewal, two (2) months ahead of the termination date. There are two extensions of three years a piece. There will be a consumer's price index of inflation from the Alaska Department of labor added to the rent on 159 store rent when the extensions are activated.

4. The Tenant agrees to pay $6,000.00 plus sales tax (currently 5%) as monthly rent (total of $6300.00).

All expenses incurred for this construction will be paid by the Tenant. Including, but not limited to flooring, electrical, plumbing, lighting, heating, painting, signage and fixtures. The tenant will obtain building permits for any painting, signage or construction that is required by law. All of the monthly rent must be paid within 5 days of the due date. If the rent is paid after this date or if the check bounces, it will be considered late. All such rents will be assessed as a late penalty of $100 and interest of 18% per year on the balance owed.

5. Tenant shall, at his own expense and at all times, keep and use the premises neat, clean, and sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, and regulations of governmental authorities. Tenant will permit no waste, damage or injury to the premises. Tenant at its sole cost and expense will keep all drainage pipes free and open and will protect water, heating and other lines serving the premises so that they will not freeze or become clogged and will repair all leaks and will also repair all damages caused by leaks that occur as a consequence of the pipes becoming frozen. The Tenant is responsible for the shoveling of (or generally keeping clean) the sidewalks and parking spaces in front of the building. The Lessor is responsible for shoveling the roof and other general repairs. At the

termination of this lease, Tenant will quit and surrender the said premises in a neat and 'broom' clean condition and deliver all keys belonging to said premises to the Lessor.

6. Tenant agrees to keep in their name and pay for all of the utilities (electricity, oil, water sewer, and trash).

7. Lessor shall not be liable for any injury or damage to persons or property sustained by Tenant or others in or about the premises. Tenant agrees to defend and hold Lessor harmless from any claim, action and/ or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm, or corporation.

8. Tenant shall at all times keep and use the premises in accordance with all laws and regulations. Tenant will permit no waste, damage or injury to the premises and will not use or permit in said premises anything that will increase the rate of fire insurance, nor will Tenant maintain anything that may be dangerous to life or limb; or overload the floors or permit anything to be done in the premises that will tend to create a nuisance or disturb any neighbor.

9. Tenant shall keep the leased premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant and hold the Lessor harmless there from including all costs and attorney's fees. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidation officer is appointed for the business of the Tenant, then the Lessor may cancel this lease at Lessor's option and the Tenant shall nevertheless be liable for any further losses or damages sustained by Lessor so caused by the Tenant.

10. Tenant shall not assign this lease or any part thereof or let or sublet the whole or any part of the premises without the written consent of the Lessor. Said consent shall not be unreasonably withheld. This lease shall not be assignable by operation of law. If Tenant is a corporation, then any transfer of this lease from Tenant by merger, consolidation, liquidation or any change in the ownership of, the majority of its outstanding stock shall constitute an assignment for the purposes of this paragraph. In the event of any assignment or subletting consented to by Lessor, Tenant shall pay a minimum charge of 10% of one month's rent to Lessor, as consideration for consenting to such assignment or subletting. Any assignment of the lease shall not extinguish the liability of the Tenant herein. Consent once given by the Lessor to the assignment or subletting shall not relieve Tenant from obtaining written consent to any new or future assignment or subletting as required herein.

11. Tenant will allow Lessor or Lessor's agent access at all reasonable times to said premises for the purposes of inspection, cleaning, or making repairs, additions or alterations to the premises or to any property owned by Lessor.

The Lessor shall have the right to place and maintain "for rent" signs in a conspicuous place on said premises and to show premises to prospective Tenants for 30 days prior to the expiration of this lease.

12. The Tenant shall get inventory insurance to protect Tenant's merchandise and hold Lessor harmless for lost income or merchandise in event of fire, landslide, earthquake, theft, structure collapse or any other damaging event that should befall the premises.

13. All signs placed by Tenant in the windows or upon any exterior part of the building, shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld Lessor may demand the removal of signs which are not so approved, and Tenant's failure to comply with said request within 48 hours will constitute a breach of this paragraph and will entitle Lessor to terminate this lease, or in lieu thereof, to cause the sign to be removed and the building repaired at the sole expense of the Tenant. At the termination of this lease, Tenant will remove all signs placed by it upon the premises and will repair any damage caused by such installation or removal. All signs must comply with sign ordinance of the city and will be placed in accordance with the required permits.

14. Tenant shall not make any alterations, additions, or improvements are said premises without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld. All such alterations, additions, and improvements shall be at the cost and expense of Tenant (including any and all street front alteration and remodeling) and shall become the property of Lessor and shall remain in and be surrendered with the premises as a part hereof at the termination of this lease (with the exception of the Tenant's fixtures). Without disturbance or injury except for any improvements that the Lessor may elect to request Tenant to remove. The Tenant agrees to restore to their original condition any walls removed or alteration that the Tenant makes if the Lessor so desires at the end of the lease. If the Tenant shall perform work with the consent of the Lessor, as aforesaid, Tenant agrees to comply with all laws, ordinances, rules and regulations of the appropriate city and any other authorized public authority. Tenant further agrees to hold Lessor harmless from damage, loss or costs arising out of the said work. Tenant agrees that Lessor has the right to make alterations to the premises and to the building in which the premises are situated and Lessor shall not be liable for any damage which Tenant might suffer by reason of such undertaking.

15. If any rents above, or any part thereof, shall be and remain unpaid when the same shall come due, or if Tenant shall violate or default in any of the covenants and agreements herein contained, then the Lessor may cancel this lease upon giving the notice required by law, and reenter said premises, using such force as may be required. Notwithstanding such reentry by the Lessor, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and Tenant covenants and agrees to make good to the Lessor any deficiency arising from a reentry and relenting of the premises at a lesser rental than agreed to herein. The Tenant shall pay such deficiency each month as the amount thereof is Ascertained by the Lessor.

16. The failure of the Lessor to insist upon strict performance of any of the covenants and

agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants of agreements, but the same shall be and remain in full force and effect.

17. In the event of any reentry or taking possession of the leased premises for default, the Lessor shall have the right, but not the obligation, to remove from the leased premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it has been stored for a period of 30 days or more. The proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for the storage, if any and third to the payment of any other sums of money which may then be due from Tenant to Lessor or under any of the terms hereof, the balance if any without interest to be paid to the Tenant. Tenant hereby waives all claims for damages that may be caused by Lessor's reentering and taking possession of the premises or removing and storing the property of Tenant as provided in this lease, and will hold Lessor harmless from loss, costs, or damages occasioned Lessor thereby.

No such reentry shall be considered or construed to be a forcible entry.

18. If Lessor shall assign its interest under this lease or transfer its interest in the premises, Lessor shall be relieved of any obligation accruing hereunder after such assignment or transfer, and such transferee shall thereafter be deemed to be the Lessor hereunder.

19. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and

agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

20. This lease is subordinate to all present and future mortgages, deeds of trust and other encumbrance's affection the demised premises or the property of which said premises are a part. Tenant agrees to execute, at no expense to Lessor, any instrument, which may be deemed necessary or desirable by the Lessor to further effect the subordination of this lease to any mortgage, deed of trust or encumbrance. Tenant irrevocable appoints and constitutes the Lessor as the true and lawful attorney-in-fact for Tenant at any time in Tenant's name place and stead to execute proper subordination agreements for this purpose.

21. The Lessor and Tenant hereby mutually release each other from liability and waive all rights of recovery against each other for any loss from fire or any other perils.

22. All notices to be given by the parties hereto shall be in writing and may be either served

personally, or may be mailed; and if so to Lessor, at 167 S Franklin St Juneau, Ak 99801

23. Tenant shall not dispose of or otherwise allow the releases of any hazardous waste or materials in, on or under the Leased premises, or any adjacent property. Tenant represents and warrants to Lessor that Tenant's intended use of the premises does not involve the use, production, disposal; or bringing on to the Leased premises any hazardous waste or materials.

Proof of Possession of Proposed Property:

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.

As used herein, the term "hazardous waste or materials" includes any substance, waste, or material defined or designated as hazardous, toxic or dangerous by any federal, state, or local statute, regulation, rule or ordinance now or hereafter in effect. Tenant acknowledges that the premises may contain asbestos materials, and tenant accepts the premises and the building notwithstanding such materials.

Lessor(s):

Bettye Adams — 10/29/2026

Bettye Adams — Date

Mike Adams — 10/27/2026

Mike Adams — Date

Tenant:

High Tides Emporium LLC, by James Casey Protzman, its Managing Member

10/29/2026

Date

LETTER OF INTENT TO LEASE

Date: November 1, 2026

Alaska Marijuana Control Board
Division of Corporations, Business and Professional Licensing
P.O. Box 110806
Juneau, AK 99811-0806

Re: Letter of Intent to Lease – 159 S. Franklin Street, Juneau, Alaska
Transfer Application – Retail Marijuana Store License

Dear Alaska Marijuana Control Board:

This letter serves as a Letter of Intent to Lease the premises located at 159 S. Franklin Street, Juneau, Alaska, in connection with the pending transfer of a retail marijuana store license.

High Tides Emporium LLC and Mike T. Adams and Bettye J. Adams have entered into a Commercial Lease for the building at 159 S. Franklin Street, Juneau, Alaska. High Tides Emporium LLC will sublease the restricted-access cannabis retail portion of the premises to AKC LLC dba Alaskan Kush Company.

Because the start date of the lease will take place before the effectuation of the transfer, the parties agree that the right to use the premises for licensed cannabis retail operations under the transferred license shall not arise until after the transfer has been effectuated by the Alaska Marijuana Control Board. The Commercial Lease itself remains in full force and effect according to its terms, and rent and other non-cannabis obligations continue as provided in the lease.

Upon effectuation of the transfer, AKC LLC dba Alaskan Kush Company will occupy and operate the restricted-access retail area under the sublease, consistent with the approved premises diagram and all applicable regulations.

This Letter of Intent is submitted to satisfy the Board's requirement under the Proof of Possession of Proposed Property section of the transfer application.

Sincerely,

High Tides Emporium LLC
By: _____
James Casey Protzman, Managing Member
Date: 11-1-2026

AKC LLC dba Alaskan Kush Company
By: _____
James Casey Protzman, Managing Member
Date: 11-1-2026

Acknowledged (optional):

_____

Mike T. Adams, Lessor

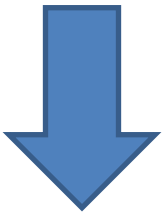
Date: _____

_____

Bettye J. Adams, Lessor

Date: _____

NOTIFICATIONS



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

November 10, 2026

City and Borough of Juneau

Attn: Diane Cathcart

VIA Email: di.cathcart@juneau.gov; city.clerk@juneau.gov; mcb_notice@juneau.org

License Number:	#16213
License Type:	Retail Marijuana Store
Physical Address:	159 S Franklin St Juneau, AK 99801 UNITED STATES

Transferor:	Alaskan Kush Company LLC
Doing Business As:	Alaskan Kush Company
Designated Licensee:	Casey Wilkins
Phone Number:	907-957-3877
Email Address:	alwaysredeyellc@gmail.com

Transferee:	AKC LLC
Doing Business As:	Alaskan Kush Company
Designated Licensee:	James Protzman
Phone Number:	907-632-8917
Email Address:	ccofak@gmail.com

☒ **Transfer of Ownership Application** ☐ **Transfer of Controlling Interest**

Current Structure: Casey Wilkins- 100%
New Structure: James Protzman- 100%

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.045(c)(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 transfer, 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 marijuana establishment 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 and 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 Seventh Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

November 10, 2026

State Fire Marshal
Attn: N/A

Department of Environmental Conservation
Attn: Permitting Division
Via email: dec.fsspermit@alaska.gov

License Number:	#16213
License Type:	Retail Marijuana Store
Physical Address:	159 S Franklin St Juneau, AK 99801 UNITED STATES

Transferor:	Alaskan Kush Company LLC
Doing Business As:	Alaskan Kush Company
Designated Licensee:	Casey Wilkins
Phone Number:	907-957-3877
Email Address:	alwaysredeyellc@gmail.com

Transferee:	AKC LLC
Doing Business As:	Alaskan Kush Company
Designated Licensee:	James Protzman
Phone Number:	907-632-8917
Email Address:	ccofak@gmail.com

☒ **Transfer of Ownership Application** ☐ **Transfer of Controlling Interest**

3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located. This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (application documents will be sent separately via ZendTo). **Please complete and return this form to the AMCO office at the email below**.

REVIEWER: _____ ☐ DEC ☐ Fire Marshal

DATE: _____ PHONE: _____ ☐ Compliant ☐ Non-compliant
COMMENTS: _____

_____

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

Sincerely,



Kevin Richard, Director
marijuana.licensing@alaska.gov

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

November 10, 2026

AKC LLC
DBA: Alaskan Kush Company
Via email: ccofak@gmail.com

Re: Application Status for License #16213

Dear Applicant:

AMCO has reviewed your transfer application of a licensed marijuana facility. 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(s), 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(s) has 60 days to protest the issuance of your license or waive protest.

We must receive all necessary approvals such as local government, Department of Environmental Conservation, Fire Marshal, Department of Revenue, and Department of Labor before the transfer to the new ownership can be finalized, and any other delegation by the board. If applicable, we must also wait for the criminal history report for each individual licensee who submitted fingerprint card(s).

Your application may be considered by the board while some approvals are still pending. However, the transfer will not be finalized or a license issued for the new ownership 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 November 18th and 19th, 2026, board meeting for Marijuana Control Board consideration. The meeting agenda is posted on our website 7 days before the board meeting. **Your appearance at the meeting, via Zoom or telephonic, is required.**
The Zoom Meeting information will be on the homepage of our website under MCB Board Meeting here:
https://www.commerce.alaska.gov/web/amco/

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

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

November 10, 2026

Department of Revenue, Tax Division
Department of Labor, Employment Security
Department of Labor, Workers' Compensation

Via email: dol.esfieldtax@alaska.gov; dawn.wilson@alaska.gov; michele.wallrood@alaska.gov; tiffany.wirkus@alaska.gov; dor.tax.marijuana@alaska.gov

License Number:	#16213
License Type:	Retail Marijuana Store
Physical Address:	159 S Franklin St Juneau, AK 99801 UNITED STATES

Transferor (from):	Alaskan Kush Company LLC
Doing Business As:	Alaskan Kush Company
Designated Licensee:	Casey Wilkins
Phone Number:	907-957-3877
Email Address:	alwaysredeyellc@gmail.com
EIN:	82-3886672

Transferee (to):	AKC LLC
Doing Business As:	Alaskan Kush Company
Designated Licensee:	James Protzman
Phone Number:	907-632-8917
Email Address:	ccofak@gmail.com

☒ Transfer of Ownership
Current Structure: Casey Wilkins- 100%
New Structure: James Protzman- 100%

3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located. This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached

application documents for more information). **Please complete and return this form to the AMCO office at the email below**.

REVIEWER: _____

DATE: _____ PHONE: _____

COMMENTS: _____

☐ DOR Tax Division
☐ Employment Security
☐ Workers' Compensation

☐ Compliant/Does not owe tax
☐ Non-compliant/Owes tax

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

Sincerely,



Kevin Richard, Director