



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

July 28, 2017

Kenai Peninsula Borough
Attn: Johni Blankenship
VIA Email: jblankenship@kpb.us
CC: micheleturner@kpb.us

License Number:	10137
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Croy's Enterprises LLC
Doing Business As:	CROY'S ENTERPRISES LLC
Physical Address:	36130 Pine Street Soldotna, AK 99669 - 8524
Designated Licensee:	James Harris
Phone Number:	907-398-4507
Email Address:	harrisjm1960@gmail.com

AMCO has received a complete renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.035(c)(2).

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.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell
Director

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

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

NAME(S)

Type	Name
Legal Name	Croy's Enterprises LLC

ENTITY DETAILS

Entity Type: Limited Liability Company
Entity #: 10035916
Status: Good Standing
AK Formed Date: 2/19/2016
Duration/Expiration: Perpetual
Home State: ALASKA
Next Biennial Report Due: 1/2/2018
Entity Mailing Address: 36130 PINE ST., SOLDOTNA, AK 99669
Entity Physical Address: 36130 PINE ST., SOLDOTNA, AK 99669

REGISTERED AGENT

Agent Name: Richard Ebenezzer
Registered Mailing Address: 41364 AKSALA LN, SOLDOTNA, AK 99669
Registered Physical Address: 41364 AKSALA LN, SOLDOTNA, AK 99669

OFFICIALS

Show Former

AK Entity #	Name	Titles	Owned
	Richard Ebenezzer	Member	100

FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
2/19/2016	Creation Filing	Click to View	Click to View
2/19/2016	Initial Report	Click to View	
6/06/2016	Change of Officials	Click to View	
11/03/2016	Change of Officials	Click to View	
2/09/2017	Change of Officials	Click to View	
5/03/2017	Agent Change	Click to View	
5/03/2017	Change of Officials	Click to View	
7/10/2017	Change of Officials	Click to View	

Juneau Mailing Address

P.O. Box 110806
 Juneau, AK 99811-0806

Physical Address

333 Willoughby Avenue
 9th Floor
 Juneau, AK 99801-1770

Anchorage Mailing/Physical Address

550 West Seventh Avenue
 Suite 1500
 Anchorage, AK 99501-3567

Phone Numbers

Main Phone: (907) 269-8160
 FAX: (907) 269-8156

Phone Numbers

Main Phone: (907) 465-2550
FAX: (907) 465-2974

State of Alaska © 2017

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

Croy's Enterprises LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective February 19, 2016.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick
Commissioner



Alaska Business License # 1032721

Alaska Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

CROY'S ENTERPRISES LLC

36130 PINE STREET SOLDOTNA AK 99669

owned by

CROY'S ENTERPRISES LLC

is licensed by the department to conduct business for the period

February 23, 2016 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting
42 - 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.

Chris Hladick



OPERATING AGREEMENT

of

Croy's Enterprises LLC

This Operating Agreement (the "Agreement") made and entered into this 26th day of July, 2017 (the "Execution Date"),

BETWEEN:

Richard C Ebenezer of 41364 Aksala Ln, Soldotna, Alaska 99669

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Members will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.
2. This operating agreement supersedes any previous operating agreements for Croy's Enterprises LLC.

Name

3. The name of the Company will be Croy's Enterprises LLC.

Purpose

- 4. Marijuana Cultivation, Production, and Retail.

Term

- 5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

- 6. The Principal Office of the Company will be located at 36130 Pine St., Soldotna, Alaska 99669 or such other place as the Members may from time to time designate.

Capital Contributions

- 7. The capital contributions made by each member is to be an owner of the property at 36130 Pine St. Soldotna AK 99669 and to allow the usage of said property to be the place of business for Croy's Enterprises LLC. Following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Richard C Ebenezer	Ownership and allowed usage of property at 36130 Pine St. Soldotna AK 99669	\$810,000.00

Allocation of Profits/Losses

- 8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will be allocated between the Members in the following manner:

Member	Profit/Loss Percentage
Richard C Ebenezer	100%

9. Distributions to Members will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.

10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

11. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

12. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

13. All members must own and allow the company to use the property located at 36130 Pine St. Soldotna, AK 99669 as the place of business. The ownership percentage of the above stated property will determine the Members interest percentage in the company.

Additional Contributions

14. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.

15. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

16. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

17. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

18. Management of this Company is vested in the Members.

Authority to Bind Company

19. Only the following individuals have authority to bind the Company in contract: Richard C Ebenezer.

Duty of Loyalty

20. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

21. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

22. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
23. Regular meetings of the Members will be held monthly.

Voting

24. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

25. No new Members may be admitted into the Company unless there is a majority vote by the members to allow for the admission of a new member.

Voluntary Withdrawal of a Member

26. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.
27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

37. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

38. In the event of a dissociation or the dissolution of the Company, each Member's financial interest in the Company will be in proportion to the following schedule:

Member	Dissolution Distribution Percent
Richard C Ebenezer	100%

39. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
40. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

41. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
42. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

43. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

- c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
44. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

45. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

46. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

47. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

48. This Company is intended to be treated as a corporation, for the purposes of Federal and State Income Tax.

Annual Report

49. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

50. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

51. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

52. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

53. No Member may do any act in contravention of this Agreement.

54. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
55. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
56. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
57. No Member may confess a judgment against the Company.
58. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

59. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

60. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

61. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

62. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Amendment of this Agreement

63. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

64. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

65. Time is of the essence in this Agreement.
66. This Agreement may be executed in counterparts.
67. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
68. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
69. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

70. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
71. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
72. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

73. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
 - f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 27th day of July, 2017.

SIGNED, SEALED, AND DELIVERED

in the presence of:

Witness: Katherine Ebenczer (Sign)

Witness Name: Katherine Ebenczer

Richard C Ebenezer

Richard C Ebenezer (Member)

- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 26th day of July, 2017.

SIGNED, SEALED, AND DELIVERED

in the presence of:

Witness: Kimberly Pannell (Sign)

Richard C Ebenezer

Witness Name: Kimberly Pannell

Richard C Ebenezer (Member)



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

AK Entity #: 10035916
Date Filed: 02/19/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Web-2/19/2016 6:05:40 PM

Articles of Organization
Domestic Limited Liability Company

1 - Entity Name

Legal Name: Croy's Enterprises LLC

2 - Purpose

any lawful

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: James Harris

Mailing Address: 36130 Pine St., Soldotna, AK 99669

Physical Address: 36130 Pine St., Soldotna, AK 99669

5 - Entity Addresses

Mailing Address: 36130 Pine St., Soldotna, AK 99669

Physical Address: 36130 Pine St., Soldotna, AK 99669

6 - Management

The limited liability company is managed by its members.



7 - Officials

Name	Address	% Owned	Titles
David Vandergriff			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: James Harris





3691752

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

COR

FOR SIGNATURE ONLY
RECEIVED
Juneau
MAY 03 2017
25. ✓
CBPL

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

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes in members, managers and percentage of interest held between biennial reporting periods.
- The Notice of Change of Officials will not be filed if the official signing this form does not match an official on record for this entity and/or if your entity's biennial report is not current. To verify your entity and current officials information on record, go online to Corporations.Alaska.Gov, *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important:	AS 10.50.765
Each Domestic Limited Liability Company is required to notify this office when there is a change of officials. — AS 10.50.765	
Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.	
The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes. — AS 10.50.860-870	

2. Fee:	<input checked="" type="checkbox"/> \$25 Nonrefundable Filing Fee (CORF)	3 AAC 16.065(b)
Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.		

3. Entity Information:
Entity Name: <u>CROY'S ENTERPRISES LLC</u>
Alaska Entity Number: <u>10035916</u>



IMPORTANT: A Limited Liability Company must have one or more members who must hold a percent of interest.
— AS 10.50.155

RECEIVED
Juneau

MAY 03 2017

4. Officials Changing: (only list officials whose information is changing)

AS 10.50.765(b)
CBPL

- a. If applicable, list the resigning official's name whose information will be removed from the record.
- b. List the updating or new official's information which will be placed on record.

Changing Official #1

a. Resigning Official's Name: (if applicable) _____

b. Updating or New Official's Name: Richard C. Ebenezer

Mailing Address: Address: 41364 Aksala Ln

City: Sterling

State: AK

ZIP: 99669

Check all that apply: Member 83.33 %

Manager (must be provided for in the Articles of Organization)

Changing Official #2

a. Resigning Official's Name: (if applicable) James M. Harris

b. Updating or New Official's Name: James M. Harris

Mailing Address: Address: 36142 Pine St.

City: Soldotna

State: AK

ZIP: 99669

Check all that apply: Member 0 %

Manager (must be provided for in the Articles of Organization)

→ For additional changing officials, continue listing them on the attached form 08-491a. Make copies as necessary.

5. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS10.50.840(a)(2)); or a manager (AS 10.50.840(a)(1); or an attorney-in-fact (AS 10.50.840(c). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: Richard C. Ebenezer

Date: 4/30/17

Printed Name: Richard C. Ebenezer

Title of Authorized Signer:

Member

Manager

Attorney-in-fact

RECEIVED
JUN 12 2017
MARIJUANA CONTROL OFFICE
STATE OF ALASKA

Notice of Change of Officials Supplement

If used, this supplement must be returned with Form 08-491

CBPL

Entity Name: CROY'S ENTERPRISES LLC

Alaska Entity Number: 10035916

Additional Changing Official

a. Resigning Official's Name: (if applicable) _____

b. Updating or New Official's Name: Tobin D. Worner

Mailing Address: Address: 32697 Sterling Hwy

City: Sterling State: AK ZIP: 99669

Check all that apply: Member 16.67 %

Manager (must be provided for in the Articles of Organization)

Additional Changing Official

a. Resigning Official's Name: (if applicable) _____

b. Updating or New Official's Name: _____

Mailing Address: Address: _____

City: _____ State: _____ ZIP: _____

Check all that apply: Member _____ %

Manager (must be provided for in the Articles of Organization)

Additional Changing Official

a. Resigning Official's Name: (if applicable) _____

b. Updating or New Official's Name: _____

Mailing Address: Address: _____

City: _____ State: _____ ZIP: _____

Check all that apply: Member _____ %

Manager (must be provided for in the Articles of Organization)





Alaska Marijuana Control Board

Transfer Required

Form MJ-17a: Temporary Ownership Change Report

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

What is this form?

This temporary ownership change report must be completed and submitted to AMCO's main office, along with all necessary supplemental documents and fees, before an ownership change that requires a transfer application, including a change that affects the controlling interest of an entity, occurs.

The following must be submitted for each new person being added as a licensee or affiliate on the license. Once the online transfer application is available, you will not be required to resubmit duplicates of these documents:

- A completed copy of **Form MJ-00: Application Certifications**
- A completed copy of **Form MJ-09: Statement of Financial Interest**
- A completed **fingerprint card**
- **Fingerprint fees** (\$47.00 per person)
- If the transferee is an entity, a copy of the completed **Notice of Change of Officials** or **Creation Filing** that has been or will be filed with the Alaska Division of Corporations, Business & Professional Licensing
- Entity documents:
 - If the entity is a corporation, the **certificate of incorporation**, and a **list of all shareholders**, with the percentage of ownership of each shareholder
 - If the entity is an LLC, an updated copy of the LLC's **operating agreement**
 - If the entity is a partnership, an updated copy of the **partnership agreement**

If there is any change in ownership that will require an application for transfer, including a change in controlling interest of the marijuana establishment license, the establishment must file an application for transfer of license to another person under 3 AAC 306.045 as soon as the online transfer application becomes available. 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 for each license.

Section 1 – Transferor Information

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

Licensee:	CROY'S ENTERPRISES LLC	License Number:	10137
License Type:	STANDARD MARIJUANA CULTIVATION FACILITY		
Doing Business As:	CROYS ENTERPRISES LLC		
Premises Address:	36130 PINE ST.		
City:	SOLDOTNA	State:	AK
		ZIP:	99669



Alaska Marijuana Control Board

Transfer Required

Form MJ-17a: Temporary Ownership Change Report

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

Section 2 – Transferee Information

Enter information for the **new** applicant seeking to be licensed.

Licensee:	CROY'S ENTERPRISES LLC				
Mailing Address:	36130 PINE ST.				
City:	SOLDOTNA	State:	AK	ZIP:	99669
Business License #:	1032721	Business Phone:	907-260-3330		
Alaska Entity #:	10035916				

Designated Licensee:	Richard C. Ebenezer				
Contact Phone:	907-301-0683				
Contact Email:	Pinestcannabis@gmail.com				

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate.

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	
Contact Phone:					

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	
Contact Phone:					



Alaska Marijuana Control Board

Transfer Required

Form MJ-17a: Temporary Ownership Change Report

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

Section 4 – 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 5.

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

- If the applicant is a corporation, the following information must be completed for each *officer or owner of any of the corporation's stock*.
- If the applicant is a limited liability company, the following information must be completed for each *member holding any ownership interest*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner holding any interest* in the partnership.

Entity Official:	Richard C. Ebenezer				
Title(s):	MEMBER	Phone:	907-301-0683	% Owned:	100
Address:	41364 Aksala Ln				
City:	Soldotna	State:	AK	ZIP:	99669

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	



Alaska Marijuana Control Board

Transfer Required

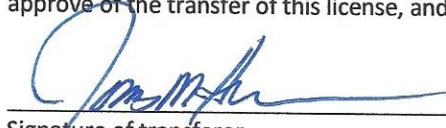
Form MJ-17a: Temporary Ownership Change Report

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

Section 5 – 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.



Signature of transferor

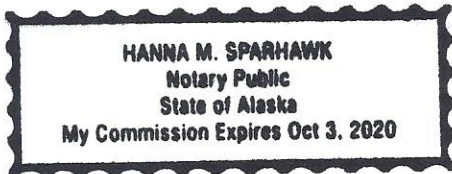
James M. Harris

Printed name of transferor

Subscribed and sworn to before me this 26 day of July, 2017.



Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: OCT 3, 2020




Signature of transferor

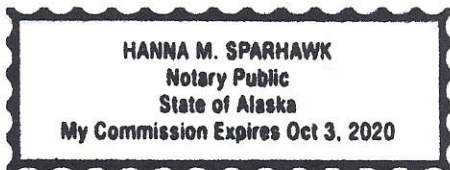
Richard C. Ebenezer

Printed name of transferor

Subscribed and sworn to before me this 26 day of July, 2017.



Notary Public in and for the State of Alaska.



My commission expires: OCT 3, 2020



Alaska Marijuana Control Board

Transfer Required

Form MJ-17a: Temporary Ownership Change Report

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

Section 6 – Transferee Certifications

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

Initials

Completed copies of all required documents and fees listed on Page 1 of this form are attached.



I understand that submission of this form is solely for **temporary** reporting purposes, and that this form does not substitute or satisfy the transfer application that is required under 3 AAC 306.045. I certify that **I will submit a transfer application**, including all required supplemental documents and forms, as soon possible after the online transfer application becomes available.



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. I understand that completion and submission of this form in no way guarantees board approval of my future transfer application.

Signature of transferee

Richard C. Ebenezer

Printed name of transferee

Subscribed and sworn to before me this 26 day of July, 2017.

Notary Public in and for the State of Alaska.

My commission expires: Oct 3, 2020





Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	CROY'S ENTERPRISES LLC	License Number:	10137
License Type:	STANDARD MARIJUANA CULTIVATION FACILITY		
Doing Business As:	CROY'S ENTERPRISES LLC		
Premises Address:	36130 PINE ST.		
City:	SOLDOTNA	State:	AK
		ZIP:	99669

Section 2 - Individual Information

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

Name:	RICHARD C. EBENEZER
Title:	OWNER

Section 3 - Changes to Licensed Marijuana Establishment

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

Initials

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

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

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

REMOVING JAMES M. HARRIS FROM LICENSE.



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 - Certifications

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

Initials

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



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



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

Initials

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



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

Initials

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



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



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

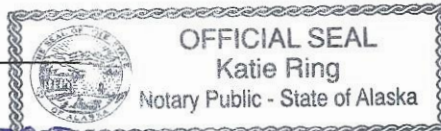


I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.



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

[Handwritten Signature]
Signature of licensee



Katie Ring
Notary Public in and for the State of Alaska

Richard C. Ebenezer
Printed name of licensee

My commission expires: 9-20-19

Subscribed and sworn to before me this 26 day of June, 2017.

DDM ENTERPRISES LLC

36130 Pine Street, Soldotna, Alaska 99669

Mailing Address: DDM Enterprises LLC, 36142 Pine St., Soldotna, AK 99669

COMMERCIAL LEASE AGREEMENT

Date: 05/01/2017

DDM Enterprises LLC-Landlord, and CROY's Enterprises LLC-Tenant agree as follows:

1. **PROPERTY:** Landlord leases to tenant the "premises" described as 36130 Pine Street, Soldotna, Alaska 99669.
2. **TERM:** The term of this agreement shall be for 2 years and commence on 05/01/2017.
3. **USE:** Landlord acknowledges that CROY's Enterprises LLC is a business catering to the cannabis industry and allows that type of business activity within this lease agreement.
4. **RENT:** Tenant agrees to pay a lease of \$11,000.00 dollars including all utilities and an additional \$50.00 late fee shall be applied to payments received more than 10 days past the payment due date.
5. **PAYMENT:** The lease shall be paid at 36130 Pine Street, Soldotna, Alaska 99669 office.
6. **UTILITIES:** Landlord agrees to pay for: All utilities and insuring the building against loss or damages. Tenant agrees to carry adequate liability.
7. **REMODEL, MAINTENANCE, and UPKEEP:** Landlord will execute and provide all remodels to existing building, parking areas, and grounds.
8. **RULES and REGULATIONS:** Tenant agrees to comply with all rules and regulations which are posted at anytime on the premise, or delivered to tenant, and be liable for any fines, or charges incurred due to violations.
9. **ENTRY:** Upon not less than 24 hours notice, tenant shall make the premise available during normal business hours to landlord, authorized agent, or representative, for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or supply necessary or agreed service. In an emergency, landlord, authorized agent, or representative may enter the premise, at any time, without prior permission from tenant.
10. **ASSIGNMENT and SUBLETTING:** Tenant shall not let, or sublet any part of the premise, nor assign this agreement, or any interest in it, unless there is prior written permission and agreement between landlord and tenant.
11. **TERMINATION:** Landlord may serve necessary notice to vacate for non payment of lease, and, or breach of this lease agreement, and for any complaints received by landlord of tenants conduct in or upon the premise.
12. **ATTORNEY FEES:** In the even that the landlord must take any action, or proceedings arising out of this agreement, landlord shall be entitled to reasonable attorney fees.
13. **NOTICE:** Any notice to landlord may be served to landlord at 36142 Pine Street, Soldotna, AK 99669 office.
14. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between the parties are incorporated in this agreement, which constitutes the entire contract. It's terms are intended by the parties as a final expression of their agreement with respect to such terms, as are included herein and may not be contradicted by evidence of any prior agreement or



contemporaneous verbal agreement. NOTE: This lease agreement may be modified only by an amicable agreement between landlord and tenant.

15. CONSUMPTION OF MARIJUANA PRODUCTS AND/OR TOBACCO PRODUCTS: is strictly prohibited within the building and also within 25 feet of the premises. Keep all entrances, sidewalks, and parking areas clear and clean of excess trash.
16. CONFLICT OF INTEREST: Land lord is licensed to lease real estate in the state of Alaska.
17. RETURNED CHECK: Tenants will be charged \$25.00 for any check returned for any reason other than bank error. If a returned check causes late payment of lease, the late fee will also be assessed.
18. KEYS: All keys issued to tenant must be returned to landlord at termination of occupancy.
19. NARCOTICS CONTROL: The property is to be maintained as a respectable establishment for conducting legitimate business activities. If you notice what appears to be illegal drug activity, let landlord know, or contact local law enforcement immediately.
20. LOITERRING: Because of the nature of the business activity (Marijuana Establishment(s)), no one under the age of 21 is allowed within the premises and loitering within the business is strictly prohibited.

ACKNOWLEDGEMENT: The undersigned have read the foregoing pages prior to execution, and acknowledged receipt of copy, and agrees to execute the lease or rental agreement above.

Landlord (DDM): *Richard C. Ebenezer* *Richard C. Ebenezer*
Date: *6/8/17*

Tenant (CROY's): *Tobin Warner* *Tobin Warner*
Date: *6/8/17*

