

Kenai Peninsula Borough  
Office of the Borough Clerk

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**MEMORANDUM**

**TO:** Ryan Tunseth, Assembly President  
Members, KPB Assembly

**THRU:** Michele Turner, CMC, Borough Clerk *(MT)*

**FROM:** Heather Mills, Borough Clerk Administrative Assistant *HJM*

**DATE:** Tuesday, February 3, 2026

**RE:** Smooth Like Butter – Marijuana Concentrate Manufacturing Facility - New License 41639

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Kenai Peninsula Borough Code 7.30.010 provides that the Assembly shall review and make recommendations to the state on applications for new Marijuana licenses located within the Borough. Accordingly, the attached application filed by Smooth Like Butter is being submitted to you for review and recommendation.

The Finance Department reviewed the application and has no objection to the new license based on unpaid taxes. The Planning Department reviewed the application and has no objection to the new license based on the standard set forth in the KPB 7.30.

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**RECOMMENDATION:**

That the Assembly approves the issuance of a letter of non-objection to the Alcohol Marijuana Control Office regarding the new Marijuana Concentrate Manufacturing Facility license as requested by **Smooth Like Butter** with the recommendation that the following conditions be placed on the state license pursuant to 3 AAC 306.060(b):

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020(A).

cc: 907smooth@gmail.com

Kenai Peninsula Borough  
Planning Department

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**MEMORANDUM**

**TO:** Ryan Tunseth, Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Robert Ruffner, Planning Director   
Samantha Lopez, River Center Manager 

**FROM:** Ryan Raidmae, Planner   
Ryan Raidmae

**DATE:** Monday, January 12, 2026

**SUBJECT:** Application for a new Standard Marijuana Cultivation Facility License. **Applicant:** Smooth Like Butter; **Landowner:** Joseph D. Utrup; **Parcel #:** 13723039; **Property Description:** T 2N R 11W SEC 5 SEWARD MERIDIAN KN 0860122 BENCHMARK SUB RENAULT 1986 SUB OF TRACT D LOT 13; **Location:** 21635 Renault Street, Suite 2, Kasilof AK 99610, Cohoe Area.

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The Kenai Peninsula Borough Planning Department has reviewed the subject application pursuant to KPB 7.20.10 and recommends approval of Smooth Like Butter , a Standard Marijuana Cultivation Facility, subject to the following conditions:

1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough.
2. There shall be no parking in borough rights-of-way generated by the marijuana establishment.
3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020(A).

Please see the attached map for reference.



**Smooth Like Butter**

Application Number: 41639

KPB Parcel ID: 13723039

**Imagery Map**



**LEGEND**

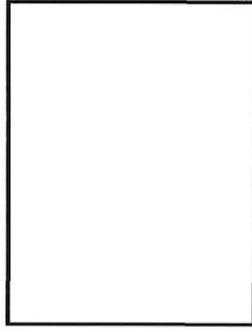


Parcel Boundary



License Site (If Known)

Vicinity: Cohoe



Friday, January 9, 2026

\*Radius shown depicts the radius from the outline of the building that will contain the establishment or the parcel boundary if the building footprint is unavailable or unknown. KPBB 7.30 states that the distance must be measured by the shortest pedestrian route. If there are institutional parcels located within 500ft, the shortest pedestrian path will be measured. Questions or comments can be relayed to mqainton@kpb.us.

The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. It is not intended to be used for measurement. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce,  
Community,  
and Economic Development

Alcohol and Marijuana Control Office

550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

January 7, 2026

Kenai Peninsula Borough

VIA Email: [micheletturner@kpb.us](mailto:micheletturner@kpb.us); [SSERT@kpb.us](mailto:SSERT@kpb.us); [mjenkins@kpb.us](mailto:mjenkins@kpb.us); [nscarlett@kpb.us](mailto:nscarlett@kpb.us); [mboehmler@kpb.us](mailto:mboehmler@kpb.us); [rraidmae@kpb.us](mailto:rraidmae@kpb.us); [slopez@kpb.us](mailto:slopez@kpb.us); [hills@kpb.us](mailto:hills@kpb.us)

<b>License Number:</b>	41639
<b>License Type:</b>	Marijuana Concentrate Manufacturing Facility
<b>Licensee:</b>	Smooth Like Butter, LLC
<b>Doing Business As:</b>	Smooth Like Butter
<b>Physical Address:</b>	21635 Renault Street, Suite 2 Kasilof, AK 99610
<b>Designated Licensee:</b>	Jacquelyn Skurkey
<b>Phone Number:</b>	405-434-2819
<b>Email Address:</b>	907smooth@gmail.com

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

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our **February 4th-5th, 2026** meeting.

Sincerely,

Kevin Richard, Director

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



## Alaska Marijuana Control Board

**Form MJ-01: Marijuana Establishment Operating Plan****Why is this form needed?**

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38** of **Alaska Statutes** and **Chapter 306** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

**What must be covered in an operating plan?**

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

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

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03**, **Form MJ-04**, **Form MJ-05**, or **Form MJ-06**) to meet the additional operating plan requirements for each license type.

**Section 1 – Establishment & Contact Information**

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

<b>Licensee:</b>	Smooth Like Butter, LLC	<b>MJ License #:</b>	41639		
<b>License Type:</b>	Marijuana Concentrate Manufacturing Facility				
<b>Doing Business As:</b>	Smooth Like Butter				
<b>Premises Address:</b>	21635 Renault Street, Suite 2				
<b>City:</b>	Kasilof	<b>State:</b>	Alaska	<b>ZIP:</b>	99610
<b>Mailing Address:</b>	51350 Salty Circle				
<b>City:</b>	Kenai	<b>State:</b>	Alaska	<b>ZIP:</b>	99611
<b>Designated Licensee:</b>	Jacquelyn Skurkey				
<b>Main Phone:</b>	405-434-2819	<b>Cell Phone:</b>			
<b>Email:</b>	907smooth@gmail.com				



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

**2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:**

Smooth Like Butter's (hereinafter referred to as "Smooth") entire facility will be designated as a restricted access area and not open to the public. Smooth will train all employees on procedures and policies to prevent persons under the age of twenty-one (21) from accessing the premises. Smooth will post a sign at all entries stating, "No one under 21 years of age allowed" and "Restricted Access Area", "Visitors Must Be Escorted". The signs will be at least twelve inches long and twelve inches wide (12"x12"). The letters will be at least 1/2 inch (0.5") in height and will contrast with the sign's background. Video surveillance cameras will operate 24/7 and capture all activity in the interior and exterior of the premises. Doors are equipped with audible alarms to prevent illegal or unauthorized access to the facility. Signs will be posted informing the public that they are under video surveillance. Visitors must show valid, government-issued photo identification proving they are over 21 years of age before being allowed into the licensed premises. Except for law enforcement, AMCO enforcement, or other authorized individuals, visitors must schedule appointments to be admitted into the building. If underage individuals are discovered on the premises, they will be instructed to vacate the premises immediately. If necessary, law enforcement will be contacted to enforce this policy.

**Section 3 – Security**

**Restricted Access Areas (3 AAC 306.710):**

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

Smooth will post a sign at all entries stating "No one under 21 years of age allowed" and "Restricted Access Area", "Visitors Must Be Escorted". All doors will have commercial-grade locks and will remain locked at all times. All employees will have their employee ID badge clearly displayed in a readily accessible location on the licensed premises and any visitors will be required to wear visitor badges. All visitors must be escorted by a licensee, employee or agent of the licensee throughout their visit. Surveillance cameras will continuously monitor all activities in the restricted access areas, as well as the exterior of the premises. Any unauthorized individuals discovered on the premises will be requested to vacate the premises immediately, or law enforcement will be contacted for assistance.

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

All visitors must be pre-approved and pre-scheduled to enter the facility except for regulatory agents, AMCO enforcement, or law enforcement. Visitors must show valid, government-issued photo identification showing they are 21 or older. Valid forms of identification are an unexpired, unaltered passport, driver's license, or instruction permit, ID card of any U.S state or territory, the District of Columbia, or Canadian province; ID cards issued by a state or federal agency authorized to issue driver's licenses or ID cards and tribal ID as outlined in the regulations. All visitors will be given a visitor badge, which they must always display on their person. All employees will have their employee ID badge clearly displayed in a readily accessible location on the licensed premises. Visitors will sign into a Visitors log, which will show the date, time in and out, and the purpose of their visit (if necessary). All visitors will be escorted by a licensee or an employee at all times, with no more than five (5) visitors per staff/licensee/agent. Immediately after the visit, visitors must return their badges and leave the premises. Smooth may issue numbered visitor stickers with the company name/logo and "VISITOR" clearly printed to avoid potential for visitors to leave the licensed premises with a Smooth visitor badge. Visitor logs will be stored as official business records and will be readily available for review by AMCO enforcement and law enforcement.



# Form MJ-01: Marijuana Establishment Operating Plan

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



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

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

Smooth's facility has two entrances for ingress and egress. Motion detection lighting is installed above each door which activates by any movement within seventy-five (75) feet of the facility. The lighting assists the video surveillance in capturing full and complete visual coverage of the entire perimeter of the facility and ensures that the entry points to the facility have the regulatory required twenty feet (20') of surveillance coverage.

Lighting is installed with protective coverings and at an inaccessible height to discourage vandalism and prevent common obstructions. Lighting will be checked frequently by a licensee or employee of Smooth to ensure all exterior lights remain fully operational and undamaged.



# Form MJ-01: Marijuana Establishment Operating Plan

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

Smooth has a regulatory compliant alarm system with contact point sensors on all doors and windows. If the alarm system is triggered, a notification will be sent to the licensees and the facility manager. Each licensee and employee will be provided with their own unique access code to arm/disarm the alarm system upon arrival to the facility at the beginning and end of each work day. In the event of an unauthorized breach, the licensees or facility manager will direct all employees and any visitors to exit the facility to a designated meeting place and await direction from local emergency services. Once deemed safe to do so, the visitors will be signed out of the visitor log, asked to leave the premises and the licensees and/or manager will begin to inspect the facility and its inventory to ensure that there is no missing product (marijuana bud/flower, pre-rolls, concentrates etc), cash, equipment etc. If any property damage or theft occurs, all necessary documentation will be provided to AMCO enforcement and local law enforcement as requested. Any situation that occurs on the licensed premises that involves law enforcement will be reported to AMCO as soon as possible and within 24 hours of discovery of a theft, diversion, or unexplained disappearance of an marijuana, marijuana product (concentrates), or money.

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

Smooth's video surveillance cameras will continuously monitor all activities inside and outside the licensed premises. A licensee, manager or designated employee must complete weekly inventory counts to ensure all business records match the marijuana inventory control software reports (currently Metrc). Weekly counts are documented and maintained as business records and will be available to AMCO enforcement or law enforcement upon request. If it is suspected that a theft, inversion, or diversion has occurred, employees will notify the licensees and manager immediately. If an employee has been determined to be stealing marijuana or marijuana product , Smooth will contact local law enforcement and AMCO immediately. Theft will be recorded in the inventory control software system (Metrc) and kept as an official business record.

**3.7. Describe your policies and procedures for preventing loitering:**

Smooth maintains a strict no-loitering policy and promote business practices that discourage loitering. A licensee, manager, or a designated employee will perform frequent but random perimeter checks to ensure no loiterers are on the premises. All persons found to be loitering will be asked to leave and escorted off the premises. If loiterers do not comply, law enforcement will be contacted. The exterior of the facility's motion lighting will activate with movement of persons near/around the facility and has 24/7 - 365 video surveillance. Smooth will view security footage to identify anyone within 20' of any entrance as well as loiterers and potential vandals. Visitors must leave the premises immediately upon the completion of their visit.

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

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



# Form MJ-01: Marijuana Establishment Operating Plan

**Video Surveillance (3 AAC 306.720):**

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

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

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

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

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Outdoor lighting is positioned on the exterior of the facility to assist with video surveillance to capture a twenty-foot (20') radius around the exterior of the license premises. The cameras will be checked regularly for obstructions and to ensure that the twenty-foot (20') sight line of all entry points to the building remains unencumbered. Continuous-recording video surveillance cameras will be placed strategically to record all restricted access areas of the facility, including all areas where marijuana is processed into concentrate products, packaged, stored, wasted, received, and shipped. The facility's exterior has 24-hour video surveillance to monitor all persons who enter and exit the facility. All doors, safes, and marijuana storage areas will have video surveillance coverage to clearly identify the faces of those accessing the areas. A failure notification system will be installed to provide audible and visual notification of any failure in the surveillance system so that it will be promptly addressed. All video surveillance systems will have a backup battery so that in the event of a power outage, all cameras will continue operation for at least one (1) hour. A licensee will contact AMCO enforcement if a power outage lasts longer than one (1) hour.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

All surveillance records will be securely stored for a minimum of six (6) months either on a hard drive or on-site in a locked cabinet. Original copies of surveillance records will be retained for a duration of at least five (5) years. Video recordings will be treated as official business records and shall be stored for no less than forty (40) days. Access to these records will be limited to authorized licensees. Surveillance and business records will be meticulously managed as official business records, ensuring their readiness for prompt availability to law enforcement or agents of the Marijuana Control Board (MCB) upon request. In cases necessitating longer retention for criminal, civil, or administrative investigations, all surveillance footage will be easily accessible. All video recordings will be date-stamped, time-stamped, and archived in a format that safeguards against any data tampering.



# Form MJ-01: Marijuana Establishment Operating Plan

## Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

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

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

[Signature]  
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4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All required business records will be stored in the facility for at least six (6) months, either electronically on a hard drive or in a locked filing cabinet. Records may be stored off-site if older than six (6) months.

The business records will only be accessible to the licensees and managed following standard retention policies to ensure that they are stored consistently and are searchable. These stored records include but are not limited to; inventory and employment logs, manifests, financial books, diagrams, surveillance records, operational and regulatory documents, and communications materials.



## Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

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

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

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

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

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

## Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

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

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

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

Smooth's employees, managers, and licensees will/have obtained current marijuana handler permits before starting employment and must be kept current. The licensees and manager will periodically verify that all employee handler cards are current and updated in the business records when renewed. Smooth's training will include, but is not limited to, internal policies and procedures, employee safety measures, diversion, theft and inversion prevention, production techniques, sanitation, using inventory control system software, state statutes and regulations and local ordinances (if applicable). Training will commence upon employment and will be refreshed as needed. In addition, all employees will receive quarterly production evaluations on their work performance and their individual knowledge on current state laws, requirements and statutes as well.



# Form MJ-01: Marijuana Establishment Operating Plan

## Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

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

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

Answer "Yes" or "No" to each of the following questions: Yes      No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.

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

## Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

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

All packaging materials to be sold to retail marijuana establishments for sale to consumers will be child-resistant and unappealing to children. All packaging done at the facility will be performed in a specific 24-hour surveillance monitored area and then packaged in a uniform fashion with secured, clearly displayed labels. Marijuana and marijuana products will be individually packaged immediately after manufacturing, and subsequent to positive third-party testing, further packaged with approved exterior packaging, health, and safety labeling methods. Marijuana concentrates will be stored in a locked cabinet in the facility with 24hr surveillance. For all transports of marijuana products, Smooth will create a Metro generated trip manifest. All trip manifests will be sent with the products, and an additional copy will be stored and filed on the premises as an official business record. The manifest documents will clearly have the strain name, type of product, batch number, weight, transporter's name and handler's ID, time of departure and expected delivery, and the make, model, and license plate of the transporting vehicle. All marijuana products will be in a sealed package or container not exceeding ten (10) pounds and then stored in a locked storage compartment within the transport vehicle. The vehicle will travel directly between destinations without making unnecessary stops and at no time during transit will marijuana products be visible. All marijuana product packaging will have a label stating that a licensed testing facility has tested each batch in the shipment. Smooth understands that the transportation policies of marijuana and/or marijuana products applies to the co-located cultivation facility.



# Form MJ-01: Marijuana Establishment Operating Plan

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

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.



8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.



8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.



8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.



8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.



8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.



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



## Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

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

Smooth does not intend to have any signage on the exterior of the facility that has the company name or logo.



# Form MJ-01: Marijuana Establishment Operating Plan

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

Smooth may utilize the following medium types when distributing advertisements:

- Newspaper Ads
- Radio Ads
- Social Media (to feature specific products)
- Magazine Ads
- Sponsorships and Fundraisers
- Website
- Online Platforms (such as; Leaflinks, WeedMaps, etc.)

All advertisements will contain all AMCO required warning statements verbatim.

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.

Jacquelyn Skurkey

Printed name of licensee

  
Signature of licensee



# Form MJ-01: Marijuana Establishment Operating Plan

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(Additional Space as Needed):



Alaska Marijuana Control Board

# Form MJ-00: Application Certifications

### Why is this form needed?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

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

## Section 1 – Establishment Information

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

Licensee:	Smooth Like Butter, LLC	License Number:	41639		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Smooth Like Butter				
Premises Address:	21635 Renault Street, Suite 2				
City:	Kasilof	State:	Alaska	ZIP:	99610

## Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jacquelyn Skurkey
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?

Cultivation License #32350, Retail License #13382



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.



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.

N/A

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.

Jacquelyn Skurkey

Printed name of licensee

  
Signature of licensee



**Alaska Marijuana Control Board**

**Form MJ-00: Application Certifications**

**Why is this form needed?**

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

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

**Section 1 – Establishment Information**

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

Licensee:	Smooth Like Butter, LLC	License Number:	41639		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Smooth Like Butter				
Premises Address:	21635 Renault Street, Suite 2				
City:	Kasilof	State:	Alaska	ZIP:	99610

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	John Skurkey
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?

Cultivation License #32350, Retail License #13382



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.



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.

*[Handwritten initials]*

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.

*[Handwritten initials]*

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.

N/A

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.

*[Handwritten initials]*

**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.

*[Handwritten initials]*

John Skurkey

Printed name of licensee

*[Handwritten signature]*  
Signature of licensee



## Alaska Marijuana Control Board Form MJ-02: Premises Diagram

### Why is this form needed?

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

### What must be submitted with this form?

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

- **Diagram 1:**  
A diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**  
If different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change or Form MJ-31: Walk-Up or Drive-Through Exterior Window Pick-Up Diagram and Operating Plan must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**  
A **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**  
An **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**  
A diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

**This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.**

### Section 1 – Establishment Information

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

Licensee:	Smooth Like Butter, LLC	MJ License #:	41639		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Smooth Like Butter				
Premises Address:	21635 Renault Street, Suite 2				
City:	Kasilof	State:	Alaska	ZIP:	99610



Alaska Marijuana Control Board  
**Form MJ-02: Premises Diagram**

**Section 2 – Required Information**

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

The following details must be included in all diagrams:

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

The following additional details must be included in Diagram 1:

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

The following additional details must be included in Diagram 2:

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

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

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

The following additional details must be included in Diagram 5:

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

Initial:

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.

Jacquelyn Skurkey

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board  
**Form MJ-02: Premises Diagram**

**Section 3 – Cultivation Applicants ONLY**

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

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

N/A



Smooth Like Butter, LLC License # 32350



- Concentrates License # 41639 proposed Licensed premises / Right to possession
- Cultivation License # 32350 proposed Licensed premises / Right to possession **AMCO Received 11.10.25**



# Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-05: Marijuana Product Manufacturing Facility

### Why is this form needed?

This operating plan supplemental form is required for all applicants seeking a marijuana product manufacturing facility license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 5** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.520(3).

### What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Equipment, compounds, and processes to be used
- Waste disposal
- Testing procedure and protocols
- Proposed marijuana concentrates and marijuana products
- Proposed product packaging and sample labels
- Prohibitions

**This form must be completed and submitted to AMCO's Anchorage office before any new or transfer application for a marijuana product manufacturing facility or marijuana concentrate manufacturing facility license will be considered complete.**

## Section 1 – Establishment Information

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

Licensee:	Smooth Like Butter, LLC	MJ License #:	41639		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Smooth Like Butter				
Premises Address:	21635 Renault Street, Suite 2				
City:	Kasilof	State:	Alaska	ZIP:	99610



**Section 2 – Overview of Operations**

2.1. Provide an overview of your proposed facility’s operations. Include information regarding the intake, flow, and transfer of marijuana, marijuana concentrate, and marijuana product at and from your premises:

All marijuana and marijuana products will be tracked in Metrc from its intake at the facility, to its use in a manufactured product or disposal, to its transfer to another licensed facility. All shipments of marijuana or marijuana product that arrives at the facility will be first inspected by a Licensee or designated employee before being accepted or rejected. For consistency, the shipment contents will be weighed with inspected scales and reconciled with the transport manifest, shipment labels and packaging labels. Any shipments with discrepancies will be rejected. Shipments that pass initial inspection will be accepted into the facility, immediately entered into Metrc and added to the inventory log. At the end of each business day, a Licensee or a manager will reconcile each transfer, to or from another licensed facility, with Metrc and the inventory on hand to ensure accurate counts and to resolve discrepancies immediately. A random sample(s) of each concentrate manufactured at Smooth will be sent to a licensed testing lab before being transferred to another licensed facility. The remainder of the production lot will be segregated from all other products and currency until the testing results are received. Once passing testing results are received, marijuana products will be packaged and labeled in compliance with all AMCO regulations. The packaged products will then be transported by a Licensee or manager, or a third party transport company. All transporters will have valid marijuana handler permits. All transfers will be entered into Metrc, which will generate a trip manifest that will be sent with each shipment as well as stored on-site as an official business record.

**Section 3 – Equipment and Compounds to be Used**

Review the requirements under 3 AAC 306.555.

3.1. Describe the equipment and solvents, gases, chemicals, and other compounds the marijuana product manufacturing facility will use to create marijuana concentrates:

For creating various solventless marijuana concentrates, the equipment that will be use is as follows:  
Sifting screens, tumbler machines, Large food-grade buckets, ice, cold water, filter bags with varying micron sizes, drying racks/freeze dryer, rosin press, mesh filter bags, a temperature controller, vape cartridges or disposable pens, filling machine or syringe, various jars/containers, a strainer or cheesecloth, bottles, a collection card/scrapper, parchment paper, rolling papers, blunt wraps, tongs/tweezers, whipping utensils, vacuum ovens, or controlled temperature environments.  
Carrier oils like coconut oil, MCT oil, or vegetable glycerin are the other compounds used.  
The production of these solvent-less concentrates exclusively uses mechanical processes such as: sifting, pressing, or ice water extraction.  
The only "gases" involved are those naturally present in the atmosphere, and the only "chemicals" or "compounds" are cannabis biomass (flower, trim, kief, or hash), ice, water, and optionally natural carrier oils or terpenes for infusions.



**Section 4 – Waste Disposal**

Review the requirements under 3 AAC 306.740.

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

Smooth anticipates producing the following marijuana plant and product waste:  
(1) contaminated or infected marijuana or marijuana products (concentrates), (2) marijuana or marijuana products (concentrates) deemed by a licensee or a manager as unfit for sale or consumption for any reason, (3) marijuana product that fails lab testing, (4) marijuana plant waste created during the extraction process, (5) marijuana or marijuana concentrates that become expired (if applicable), (6) other marijuana or marijuana concentrate waste as determined by AMCO. Once marijuana or marijuana concentrates are deemed as waste, the waste will be separated from all other marijuana and marijuana concentrates and securely stored in locked bins on the licensed premises. All waste will be logged in Metrc and noted in the facility waste log. All solid marijuana plant waste and marijuana concentrate waste will be ground and mixed with other solid compostable or non-compostable waste such as; paper waste, plastic waste, cardboard waste, food waste, yard waste, vegetable grease, oil or soil until the mixture is no more than 50% waste by volume. Liquid marijuana waste, such as concentrates, will be mixed with at least equal parts of non-marijuana waste and stored away from all other marijuana and marijuana products inside the facility in a locked waste container. the unusable waste will be placed in a secured waste storage container, until it is transported to a landfill via a designated employee or a thrid-party contracted waste transporter. The waste log information will be securely stored as an official business record and will be made available upon request to AMCO.



**Section 5 – Testing Procedure and Protocols**

Review the requirements under 3 AAC 306.520 and 3 AAC 306.550.

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

5.1. I will ensure that any individual responsible for collecting random samples for required laboratory testing under 3 AAC 306.550 will prepare the necessary accompanying signed statement, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record under 3 AAC 306.755.



Answer "Yes" or "No" to the following question: Yes No

5.2. Will the marijuana product manufacturing facility be performing in-house testing (as defined under 3 AAC 306.990(b)(20)?

Yes  No

If "Yes" to 5.2, you must be able to certify the statement below. Read the following and then sign your initials in the box: Initials

5.3. The area where in-house testing will occur is clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.



5.4. Describe the testing procedures and protocols the marijuana product manufacturing facility will follow:

Smooth will assign a person (a licensee, manager, or designated employee) to be responsible for collecting a random sample(s) from each production lot to be sent to a licensed testing facility. A designated employee will sign a statement certifying that the sample was randomly selected. A copy of the signed statement will accompany the sample to the testing facility and another copy will be maintained on-site as an official business record. The sample will be transported to the testing facility by a Licensee, a manager, a designated employee or a third-party transport company. All transporters will have valid marijuana handler permits. The remainder of the production lot will be quarantined in secure containers, separate from all other marijuana and marijuana concentrates, until the passing testing results are received. During the quarantine period, all products will be securely stored on-site and kept cool and dry to prevent contamination or loss of efficacy. Testing facility results will be stored on-site as an official business record and will be made available to AMCO upon request. All products that fail to pass testing will be rendered unusable, in compliance with all regulations.



**Section 8 – Prohibitions**

Review the requirements under 3 AAC 306.510.

8.1. I certify that the marijuana product manufacturing facility will not:

Initials

- a. Sell, deliver, distribute, or transfer any marijuana, marijuana concentrate, or marijuana product directly to a consumer, with or without compensation;
- b. Allow any person, including a licensee, employee, or agent, to consume marijuana, marijuana concentrate, or marijuana product on the licensed premises; or
- c. Manufacture or sell any product that is an adulterated food or drink, closely resembles a familiar food or drink item including candy, or is packaged to look like candy, or in bright colors or with cartoon characters or other pictures or images that would appeal to children.

[Initials]

[Initials]

[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 of 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.

[Initials]

Jaquelyn Skurkey

Printed name of licensee



Signature of licensee



**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Vape Carts		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Smokable		
<b>Product Description:</b> Details must include the color, shape, and texture.	Vape Carts are a vape pen cartridge with a marijuana concentrate color ranging from light gold to dark amber. Marijuana concentrate is generally viscous in nature, taking the shape of its container and sticky to the touch.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	CBD from an approved Alaska Industrial Hemp source may be added. Smooth Like Butter will obtain all necessary registrations and endorsements as required by the Industrial Hemp Program.		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	An empty vape pen cartridges are placed on a holding rack. High purity approved cannabis vape concentrates are then measured using a pipette and deposited into the cartridge. Multi-channel pipettes can be used in order to fill multiple cartridges at once. The cartridge is then sealed and stored in a refrigerator until final packaging and sale. Actual concentrate used in production will be clearly indicated on the final product label. *Optional* CBD/CBN/CBG or similar from an approved source may be added to vape carts without additional production procedures.		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			





**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Tincture		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Smokable/Wholesale/In-House		
<b>Product Description:</b> Details must include the color, shape, and texture.	Tincture is a watery-consistency liquid that varies in color, from clear to a golden amber.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	CBD from an approved Alaska Industrial Hemp source may be added. Smooth Like Butter will obtain all necessary registrations and endorsements as required by the Industrial Hemp Program.		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	The tincture will be made via one of two processes (depending on available materials), either with raw plant material or cannabis concentrate. Raw plant material will be heated in ethanol to extract active compounds. The plant matter is then strained out of the mixture, resulting in Tincture. If it's made using concentrate, an approved cannabis concentrate is heated in ethanol in prescribed amounts to reach the desired potency. The resulting tincture is then cooled, properly labeled, and stored until testing is completed. <i>*Optional* CBD/CBN/CBG or similar from an approved source may be added during the final production procedure.</i>		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			





**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Shatter		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	Yes	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Smokable/wholesale/in-house		
<b>Product Description:</b> Details must include the color, shape, and texture.	Shatter, depending on the strain of marijuana used, can be a smooth glass like texture that is hard and brittle. Certain strains of marijuana can cause Shatter to be more sap-like, between a solid and liquid, partially pliable. Dark amber to light honey in color.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	CBD from an approved Alaska Industrial Hemp source may be added. Smooth Like Butter will obtain all necessary registrations and endorsements as required by the Industrial Hemp Program.		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	Shatter will be produced by either heating marijuana bud/flower/trim to dehydrate the material without activating the cannabinoids or by freezing the marijuana material and ethanol. Once the time period for soaking is over, the ethanol will be poured over the frozen material and agitated, repeat. The washed material will then be filtered and placed into a rotary evaporator or vacuum oven to remove the residual solvent. The crude oil may be diluted with fresh ethanol and re-frozen and then purged in a vacuum oven for safe, clean product and stored until the final test results are received. Shatter may also be liquefied for use in vape carts/syringes *Optional* CBD/CBN/ CBG or similar from an approved source may be added during the final production procedure.		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			





**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Rosin		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Smokable/wholesale/in-house		
<b>Product Description:</b> Details must include the color, shape, and texture.	Rosin has a bright golden yellow to amber color that has a gooey and silky or hard and brittle consistency. Rosin is sticky and oily in nature and after time, will take the shape of its container		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	CBD from an approved Alaska Industrial Hemp source may be added. Smooth Like Butter will obtain all necessary registrations and endorsements as required by the Industrial Hemp Program.		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	Place dry and cured flower, trim or kief into a micron mesh bag, in between parchment paper. Heat and press in a heat pneumatic press or a hydraulic pneumatic press following the extraction SOP. After pressing, remove mesh bag and discard, freeze product until cool, remove rosin from parchment paper and place in packaging following the finishing SOP. Rosin may be liquefied for use in vape carts*Optional* CBD/CBN/CBG or similar from an approved source may be added during the final production phase.		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



**Section 7 – Proposed Product Packaging and Sample Labels**

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Rosin
<b>Product Type:</b>	Marijuana Concentrate
<p><b>Packaging Description:</b> Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Rosin, in amounts of not more than seven grams (7g), will be placed into small glass, plastic or silicone containers or vape carts and then packaged into a resealable mylar bag, an cardboard box with a tamper evident seal, blister packs or a CR cardboard box. All packaging will be child-resistant. Another packaging option is to package product in a folded sheet of PTFE/wax/parchment paper and place into a mylar bag. One or more pound(s) of Rosin will be stored in food grade containers for wholesale sales or in-house use. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags or blister packs will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> 
<p><b>Sample Labels:</b> Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p><b>Produced By:</b> Smooth Like Butter    <b>License Number:</b> 41639  <b>Product Name:</b> Rosin</p> <p><b>Packing Date:</b>                      <b>Strain:</b>  <b>Batch/Lot Number:</b>                      <b>Gross Weight:</b>                      <b>Net MJ Weight:</b>  <b>Best By Date:</b>                      <b>Tested By:</b>                      <b>License Number:</b>  <b>Total THC:</b>    <b>THCA:</b>    <b>CBD:</b>                      <b>CBDA:</b>                      <b>CBN:</b>  <b>Microbial Test:</b>                      <b>Pesticides:</b>                      <b>Herbicides:</b>                      <b>Fungicides:</b>  <b>Residual Solvent Test:</b>                      <b>Contaminants Test Result:</b>  <b>Retailer:</b>                      <b>License Number:</b></p> <p><b>Alaska Safety Warning:</b> Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p>



**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Moon Rocks		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Smokable		
<b>Product Description:</b> Details must include the color, shape, and texture.	Moon Rocks are marijuana bud shaped with a sandy appearance/texture as they are covered in kief/dry sift. Colors ranging from light beige to green.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	CBD from an approved Alaska Industrial Hemp source may be added. Smooth Like Butter will obtain all necessary registrations and endorsements as required by the Industrial Hemp Program.		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	Starting with a cannabis flower, a thin layer of cannabis concentrate will be applied to the bud using a small brush, after the concentrate has been applied, the cannabis flower will be rolled in kief, then set out to dry. Final product, Moon Rocks, the moon rocks will be properly packaged and stored until testing and sale. *Optional* CBD/CBN/CBG or similar from an approved source may be added during the final production phase. Actual concentrate used in production will be clearly indicated on the final product label.		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



**Section 7 – Proposed Product Packaging and Sample Labels**

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Moon Rock
<b>Product Type:</b>	Marijuana Concentrate
<b>Packaging Description:</b> Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Up to seven (7) grams of Moon Rocks will be packaged into small glass, plastic, or silicone containers, and then packaged into resealable, child resistant mylar bags, a cardboard box with a tamper seal, CR blister pack or a child resistant cardboard box. The actual amount of total THC will be listed on the final product label.</p> 

<b>Sample Labels:</b> Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<p><b>Produced By:</b> Smooth Like Butter      <b>License Number:</b> 41639</p> <p><b>Product Name:</b> Moon Rocks</p> <p><b>Packaging Date:</b>      <b>Strain:</b></p> <p><b>Batch/Lot Number:</b>      <b>Gross Weight:</b>      <b>Net MJ Weight:</b></p> <p><b>Tested By:</b>      <b>License Number:</b>      <b>Concentrate:</b></p> <p><b>Total THC:</b>    <b>THCA:</b>      <b>CBD:</b>      <b>CBDA:</b>      <b>CBN:</b></p> <p><b>Microbial Test:</b>      <b>Pesticides:</b>      <b>Herbicides:</b>      <b>Fungicides:</b></p> <p><b>Residual Solvent Test:</b>      <b>Contaminants Test Result:</b></p> <p><b>Retailer:</b>      <b>License Number:</b></p> <p><b>Alaska Safety Warning:</b> Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p>
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**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Kief or Dry Sift		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Smokable/Wholesale/In-house		
<b>Product Description:</b> Details must include the color, shape, and texture.	Kief or Dry Sift has a grainy, sand-like consistency, with a free-form shape with Dry Sift being the finer consistency. Kief or Dry Sift ranges in color from a whitish color to yellow, brown or gold.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	N/A		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	Kief or Dry Sift is a natural concentrate product that is shaken off of marijuana flower/bud. Marijuana buds and trim will be placed on a series of mesh screens. Once "shaken", "Kief" will be collected underneath the mesh screens in a tray or similar and Dry Sift collected under the finer screens and stored until final test results are received. Kief or Dry Sift will be sold as is or used in the production of infused joints and infused blunts		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



**Section 7 – Proposed Product Packaging and Sample Labels**

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Kief or Dry Sift
<b>Product Type:</b>	Marijuana Concentrate
<p><b>Packaging Description:</b> Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Kief or Dry Sift, in amounts of not more than seven grams (7g), will be placed into small glass, plastic or silicone containers and then packaged into a resealable mylar bag, an cardboard box with a tamper evident seal, blister packs or a CR cardboard box. All packaging will be child-resistant. One or more pound(s) of Kief or Dry Sift will be stored in food grade containers for wholesale sales or in-house use. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags or blister packs will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> 
<p><b>Sample Labels:</b> Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p><b>Produced By:</b> Smooth Like Butter    <b>License Number:</b> 41639  <b>Product Name:</b> Kief or Dry Sift</p> <p><b>Packing Date:</b>                      <b>Strain:</b>  <b>Batch/Lot Number:</b>                      <b>Gross Weight:</b>                      <b>Net MJ Weight:</b>  <b>Best By Date:</b>                      <b>Tested By:</b>                      <b>License Number:</b>  <b>Total THC:</b>    <b>THCA:</b>    <b>CBD:</b>                      <b>CBDA:</b>                      <b>CBN:</b>  <b>Microbial Test:</b>                      <b>Pesticides:</b>                      <b>Herbicides:</b>                      <b>Fungicides:</b>  <b>Residual Solvent Test:</b>                      <b>Contaminants Test Result:</b>  <b>Retailer:</b>                      <b>License Number:</b></p> <p><b>Alaska Safety Warning:</b> Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p>



**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Infused Blunt/Joint		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Smokable		
<b>Product Description:</b> Details must include the color, shape, and texture.	Infused Blunt/Joint will be conical in shape, with the appearance of a blunt rolled in Hash, Kief or Dry Sift. It will be brown and green in color, depending on the rolling leaf and strain used.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	N/A		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	Infused Blunt/Joints will be produced using ground marijuana flower, wrapped in marijuana leaves or blunt papers with a thin layer of a Smooth Like Butter approved concentrate and rolled in Hash, Kief or Dry Sift. The Infused Blunt/Joints will be set out to dry, properly tested, labeled and packaged. Final concentrates used in production will be clearly indicated on the final product label.		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



**Section 7 – Proposed Product Packaging and Sample Labels**

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Infused Blunt/Joint
<b>Product Type:</b>	Marijuana Concentrate
<b>Packaging Description:</b> Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Infused Blunt/Joints will be packaged in single units in either a small glass or plastic pop-top tube and labeled. For larger quantities, Infused Blunts/Joints will be placed in mylar bags (windowed or non-windowed). All packaging will be child-resistant. Infused Blunts will weigh up to seven (7) grams each, but the predominant size will be 1g. Infused Joints will weigh up to seven (7) grams each, but the predominant size will be 0.5g and 1g joints. THC will range from 25-99% with the actual amount of THC listed on the label per testing results. Bulk sales will be sold in containers of 2-6 and 8-12 per package (not exceeding the legal limits on quantity sold). All products packaged in windowed mylar bags or glass tubes will be placed in opaque exit packaging by the retailer prior to customer exiting the retail store.</p> 
<b>Sample Labels:</b> Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	<p><b>Produced By:</b> Smooth Like Butter  <b>License Number:</b> 41639  <b>Product Name:</b> Infused Joints/Blunts      <b>Strain:</b>  <b>Batch/Lot Number:</b>      <b>Gross Weight:</b>      <b>Net MJ Weight:</b>      <b>OZ( g)</b>  <b>Best By Date:</b>      <b>Packaging Date:</b>  <b>Tested By:</b>      <b>License Number:</b>      <b>Concentrate:</b>  <b>Total THC:</b>      <b>THCA:</b>      <b>CBD:</b>      <b>CBDA:</b>      <b>CBN:</b>  <b>Microbial Test:</b>      <b>Pesticides:</b>      <b>Herbicides:</b>  <b>Fungicides:</b>  <b>Residual Solvent Test:</b>      <b>Contaminants Test Result:</b>  <b>Retailer:</b>      <b>License Number:</b></p> <p><b>Alaska Safety Warning:</b> Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p>



**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Ice Water Hash		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Smokable/Wholesale/In-House		
<b>Product Description:</b> Details must include the color, shape, and texture.	Ice Water Hash will appear pale-golden to reddish-brown to greenish-grey. Texture will vary from a soft fine powder, to sold yet pliable chunks. Most has will be fully opaque, with highest-grade has displaying a degree of translucence. Ice water hash will be sold in a powdered form, pressed into 'cakes' or left in the 'clumpy' state as it is when first dried.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	N/A		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	Dried or frozen cannabis will be submerged in barrels filled with ice and water and lined with synthetic mesh bags. After a period of manual agitation, left-over cannabis will be removed and wasted according to the facility waste plan. The mesh bags will then be removed individually from the solution, filtering the hash from the water. Hash will then be collected from the bags and dried in an electric freeze dryer. once dry, hash will be decarboxylated by heating to around 220 degrees F for 30-60 minutes in a scientific grade oven to covert THCA to THC. Hash will then either be left as-is, manually powdered using a stainless-steel grater, or pressed into "cakes" either by hand or with a hydraulic press.		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



**Section 7 – Proposed Product Packaging and Sample Labels**

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Ice Water Hash
<b>Product Type:</b>	Marijuana Concentrate
<b>Packaging Description:</b> Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>Ice Water Hash, in amounts of not more than seven grams (7g), will be placed into small glass, plastic or silicone containers and then packaged into a resealable mylar bag, an cardboard box with a tamper evident seal, blister packs or a CR cardboard box. All packaging will be child-resistant. One or more pound(s) of Ice Water Hash will be stored in food grade containers for wholesale sales or in-house use. THC will range between 25-99%. The actual amount of total THC will be listed on the label per testing results. Products packaged in windowed mylar bags or blister packs will be placed in opaque exit packaging by the retailer prior to the customer exiting the retail store.</p> 
<b>Sample Labels:</b> Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.	



**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Dry Sift Hash		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Smokable/Wholesale/In-House		
<b>Product Description:</b> Details must include the color, shape, and texture.	In its powdery form, dry sift hash will appear as a green-gold to gold-brown dust. When pressed and aged, the hash will appear a rich chocolate brown on the outside and lighter brown, yellow brown, or greenish brown inside.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	N/A		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	The production of dry sift hash is based on agitating dry plant material above or within fine mesh screens to separate and collect the trichomes of the plant. Initially, dried cannabis will be crumbled by hand. The crumbled cannabis will then be placed it into a nylon mesh cylinder suspended in a food grade plastic container which will be rotated with a small electric motor. The resulting hash will then be collected for use or further refinement by placing hash on top of flat nylon screens of increasingly smaller mesh sizes and manually moving the hash back and forth across the top of the screen. With each pass across the screens more plant material will be removed and the hash will become purer. Trichomes will then be hand collected and either stored in a loose, powdery state or pressed into cakes by hand or with a hydraulic press.		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



**Section 7 – Proposed Product Packaging and Sample Labels**

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Dry Sift Hash
<b>Product Type:</b>	Marijuana Concentrate
<p><b>Packaging Description:</b> Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Up to seven (7) grams of Dry Sift Hash will be placed into small glass, plastic, or silicone containers and then packaged into resealable, child resistant mylar bags (windowed or non-windowed), a cardboard box with a tamper evident seal, CR blister pack or a CR cardboard box. The actual amount of THC will be listed on the label per testing results. One or more pound(s) of Dry Sift Hash may be stored in food grade containers for wholesale sales to manufacturing facilities for use in their products or in-house use. Products packaged in a windowed mylar bag or blister pack will be placed in an opaque exit package by the retailer before the customer exits the retail store.</p> 
<p><b>Sample Labels:</b> Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p><b>Produced By:</b> Smooth Like Butter  <b>License Number:</b> 41639  <b>Product Name:</b> Dry Sift Hash  <b>Packaging Date:</b> _____ <b>Strain:</b> _____  <b>Batch/Lot Number:</b> _____ <b>Gross Weight:</b> _____ <b>Net MJ Weight:</b> _____  <b>Tested By:</b> _____ <b>License Number:</b> _____  <b>Total THC:</b> _____ <b>THCA:</b> _____ <b>CBD:</b> _____ <b>CBDA:</b> _____ <b>CBN:</b> _____  <b>Microbial Test:</b> _____ <b>Pesticides:</b> _____ <b>Herbicides:</b> _____ <b>Fungicides:</b> _____  <b>Residual Solvent Test:</b> _____ <b>Contaminants Test Result:</b> _____  <b>Retailer:</b> _____ <b>License Number:</b> _____</p> <p><b>Alaska Safety Warning:</b> Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p>



**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Crumble		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Wholesale/Smokable/In-house		
<b>Product Description:</b> Details must include the color, shape, and texture.	An extract identified by its malleable texture that falls apart, or crumbles when handled. Crumble is sometimes called honeycomb wax) is usually used for dabbing. The color is mostly golden, but strain to strain can vary in color.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	CBD from an approved Alaska Industrial Hemp source may be added. Smooth Like Butter will obtain all necessary registrations and endorsements as required by the Industrial Hemp Program.		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	Ice Water Hash, Kief/Dry Sift or Rosin will be processed through a low-temperature, extended purging/whipping process and then placed in a vacuum oven and 'whipped' or further 'purged' to remove moisture until the preferred consistency is achieved. The final product, Crumble, will be stored until final test results are received. *Optional* CBD/CBN/CBG or similar from an approved source may be added during the final production procedure.		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			





**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

<b>Product Name:</b>	Budder		
<b>Product Type:</b> Choose one.	Marijuana Concentrate		
<b>Perishable:</b> Yes/No	No	<b>Shelf Life:</b> If perishable.	
<b>Intended Use:</b> Smokable/ edible/topical/wholesale/etc.	Wholesale/Smokable		
<b>Product Description:</b> Details must include the color, shape, and texture.	Budder is one of the many consistencies for cannabis concentrates, identified by the malleable texture that looks and feels like cake frosting. Not all budder looks the same, and the appearance depends on the starting material and extraction process. Extracts that have not had their fats and waxes filtered can "auto-budder" if exposed to fluctuating temperatures and humidities.		
<b>Ingredients:</b> If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	CBD from an approved Alaska Industrial Hemp source may be added. Smooth Like Butter will obtain all necessary registrations and endorsements as required by the Industrial Hemp Program.		
<b>Flavors:</b> List all current and potential future flavors:	N/A		
<b>Standard Production Procedure and Detailed Manufacturing Process:</b>	Budder is produced by flash-freezing marijuana bud/flower/trim and placing in a rosin press at the proper heat setting. The sticky marijuana rosin is then 'whipped' into a creamy, butter-like consistency. *Optional* CBD/CBN/CBG or similar from an approved source may be added during the final production procedure. The final product "Budder" is then stored until final test results are received.		
<b>Depiction:</b> Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			





(Additional Space as Needed):



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:	Smooth Like Butter, LLC	License Number:	41639		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Smooth Like Butter				
Premises Address:	21635 Renault Street, Suite 2				
City:	Kasilof	State:	AK	ZIP:	99610

**Section 2 – Certification**

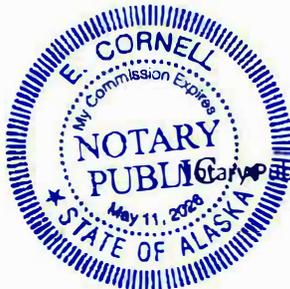
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: September 16, 2025 End Date: September 26, 2025  
Other conspicuous location: Kasilof Riverview Tesoro bulletin board - 57440 Sterling Hwy, Kasilof, AK 99610

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.

Jacquelyn Skurkey  
Signature of licensee

Jacquelyn Skurkey  
Printed name of licensee



E. Cornell  
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 05/11/2026

Subscribed and sworn to before me this 3<sup>rd</sup> day of October, 2025.



Alaska Marijuana Control Board

**Form MJ-08: Local Government Notice**

**Why is this form needed?**

A local government notice is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

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

**Section 1 – Establishment Information**

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

Licensee:	Smooth Like Butter, LLC	License Number:	41639		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Smooth Like Butter				
Premises Address:	21635 Renault St., Suite 2				
City:	Kasilof	State:	AK	ZIP:	99610

**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): Kenai Peninsula Borough Date Submitted: 09/16/2025

Name/Title of LG Official 1: Michele Turner/Borough Clerk Name/Title of LG Official 2: \_\_\_\_\_

Community Council: N/A Date Submitted: \_\_\_\_\_  
(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.

Initials  
JS

Jacquelyn M. Skurkey  
Printed name of licensee

Jacquelyn M. Skurkey  
Signature of licensee



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:	Smooth Like Butter, LLC	License Number:	41639		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Smooth Like Butter				
Premises Address:	21635 Renault St., STE. 2				
City:	Kasilof	State:	AK	ZIP:	99610

### Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Jaquelyn Skurkey				
Title:	Manager/Member				
SSN:	██████████	Date of Birth:	██████████		



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.

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

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.*

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.

Jaquelyn Skurkey

Printed name of licensee

Signature of licensee



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:	Smooth Like Butter, LLC	License Number:	41639		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Smooth Like Butter				
Premises Address:	21635 Renault St., STE. 2				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 - Individual Information

Enter information for the individual licensee.

Name:	John Skurkey				
Title:	Manager/Member				
SSN:	██████████	Date of Birth:	██████████		



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.

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

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*The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

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.

John Skurkey

Printed name of licensee

Signature of licensee

# Alcohol & Marijuana Control Office

**License Number:** 41639**License Status:** New**License Type:** Marijuana Concentrate Manufacturing Facility**Doing Business As:** Smooth Like Butter**Business License Number:** 2217111**Designated Licensee:** Jacquelyn Skurkey**Email Address:** 907smooth@gmail.com**Local Government:** Kenai Peninsula Borough**Local Government 2:****Community Council:****Latitude, Longitude:** 60.294340, -151.240180**Physical Address:** 21635 Renault Street  
Suite 2  
Kasilof, AK 99610  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10315260**Alaska Entity Name:** Smooth Like Butter, LLC**Phone Number:** 405-434-2819**Email Address:** 907smooth@gmail.com**Mailing Address:** 51350 Salty Circle  
Kenai, AK 99611  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** John Skurkey**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 405-434-2819**Email Address:** 907smooth@gmail.com**Mailing Address:** 51350 Salty Circle  
Kenai, AK 99611  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Jacquelyn Skurkey**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 405-434-2819**Email Address:** 907smooth@gmail.com**Mailing Address:** 51350 Salty Circle  
Kenai, AK 99611  
UNITED STATES**Note:** No affiliates entered for this license.

# PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,  
STATE OF ALASKA

} SS:

Doug Munn, 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 / Peninsula Clarion, a  
newspaper of general circulation and published at Kenai, Alaska,  
that the advertisement, a printed copy of which is hereto annexed  
was published in said paper on the dates listed below:

license  
September 12, 2025  
September 19, 2025  
September 26, 2025

x 

SUBSCRIBED AND SWORN before me on this

16 day of Sept, 2025



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

Smooth Like Butter, LLC is applying under 3 AAC 306.500(a)(2) for a new Marijuana Concentrate Manufacturing Facility license, license #41639, doing business as Smooth Like Butter, located at 21635 Renault Street, Suite 2, Kasilof, AK, 99610, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 and Attorney Jana Weltzin, Esq at [jana@jdwccounsel.com](mailto:jana@jdwccounsel.com) or to 901 Photo Avenue, Second Floor, Anchorage, AK 99503.  
Pub: Sept 12, 19 & 26, 2025 1019479

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

**Smooth Like Butter, LLC**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **May 29, 2025**.

A handwritten signature in black ink, appearing to read "Julie Sande", written over a horizontal line.

Julie Sande  
Commissioner



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 #: 10315260
Date Filed: 05/29/2025
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization
Domestic Limited Liability Company

Web-5/29/2025 11:16:00 AM

1 - Entity Name

Legal Name: Smooth Like Butter, LLC

2 - Purpose

Cultivation of miscellaneous crops and any other lawful purpose.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Jana Weltzin

Mailing Address: 901 Photo Avenue, Second Floor, Anchorage, AK 99503

Physical Address: 901 Photo Avenue, Second Floor, Anchorage, AK 99503

5 - Entity Addresses

Mailing Address: 51350 Salty Circle, Kenai, AK 99611

Physical Address: 51350 Salty Circle, Kenai, AK 99611

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Table with 4 columns: Name, Address, % Owned, Titles. Row 1: Jana Weltzin, 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: Jana Weltzin

AMCO Received 11.10.25



THE STATE  
of ALASKA

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

FOR DIVISION USE ONLY

**Domestic Limited Liability Company**  
**Initial Biennial Report**

**Entity Name:** Smooth Like Butter, LLC  
**Entity Number:** 10315260  
**Home Country:** UNITED STATES  
**Home State/Prov.:** ALASKA  
**Physical Address:** 51350 SALTY CIRCLE, KENAI, AK 99611  
**Mailing Address:** 51350 SALTY CIRCLE, KENAI, AK 99611

**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:** Jana Weltzin  
**Physical Address:** 901 PHOTO AVENUE, SECOND FLOOR, ANCHORAGE, AK 99503  
**Mailing Address:** 901 PHOTO AVENUE, SECOND FLOOR, ANCHORAGE, AK 99503

**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
Jacquelyn Skurkey	51350 Salty Circle, Kenai, AK 99611	51	X	X
John Skurkey	51350 Salty Circle, Kenai, AK 99611	49	X	X

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

**NAICS Code:** 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

**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:** Jana Weltzin

**LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT OF  
SMOOTH LIKE BUTTER, LLC  
an Alaska limited liability company**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") is entered into to be effective as of October 27, 2025 (the "Effective Date"), by and among each of the Members listed on Exhibit A and executing this Agreement, or a counterpart thereof, and the Managers, of SMOOTH LIKE BUTTER, LLC, an Alaska limited liability company (the "Company").

**Section I - Formation; Name and Office; Purpose**

1.1. *Formation.* Pursuant to the Alaska Revised Limited Liability Company Act, A.S. Sections 10.50.010 through 10.50.995, as amended (the "Act"), the parties have formed an Alaska limited liability company effective upon the filing of the Articles of Organization of this Company (the "Articles") with the State of Alaska Department of Commerce, Community, and Economic Development. The parties have executed this Agreement to serve as the "Operating Agreement" of the Company, as that term is defined in A.S. section 10.50.095, and, subject to any applicable restrictions set forth in the Act, the business and affairs of the Company, and the relationships of the parties to one another, shall be operated in accordance with and governed by the terms and conditions set forth in this Agreement. By executing this Agreement, the Members certify that those executing this Agreement constitute all of the Members of the Company at the time of its formation. The parties agree to execute all amendments of the Articles, and do all filing, publication, and other acts as may be appropriate from time to time hereafter to comply with the requirements of the Act.

1.2. *Name and Known Place of Business.* The Company shall be conducted under the name of Smooth Like Butter, LLC and the known place of business of the Company shall be at 51350 Salty Circle, Kenai, AK 99611, or such other place as the Managers may from time to time determine.

1.3. *Purpose.* The purpose and business of this Company shall be: (a) to operate a commercial marijuana cultivation facility; and (b) any other lawful purpose as may be determined by the Members. The Company shall have the power to do any and all acts and things necessary, appropriate, or incidental in furtherance of such purpose as authorized by the Marijuana Control Board of Alaska (the "MCBA"), as promulgated under AS 17.38 *et seq.*, and 3 AAC 306.015 *et seq.*, as they may be amended, expanded or modified from time to time (collectively, the "AK Marijuana Governance"), the terms and provisions of which are incorporated herein by this reference. If any provision of this Agreement is or later becomes in violation of AK Marijuana Governance or if the federal government takes any position inconsistent with those positions regarding the enforcement of federal law on marijuana in Alaska then it shall, without any further action of the Members, be automatically amended to the minimum extent necessary to comply with such AK Marijuana Governance and such new federal government position.

1.4. *Treatment as a Partnership.* It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a partnership for federal income tax purposes, but that the Company shall not be operated or treated as a partnership for purposes of the federal Bankruptcy Code. It is the intent for the membership that taxation may be done in a manner consistent with guidance from tax professional adviser, which may be different than treatment as a partnership.

## Section II - Definitions

Unless otherwise defined in this Agreement, the following terms set forth in this Agreement shall have the meanings set forth in this Section II:

“*Act*” means the Alaska Revised Limited Liability Company Act, A.S. Sections 10.50.010 through 10.50.995, as amended from time to time (or any corresponding provisions of succeeding law).

“*Affiliate*” means, with respect to any Member, any Person: (i) who is a member of the Member’s or Member’s Family; (ii) which owns more than ten percent (10%) of the voting or economic interests in the Member; (iii) in which the Member owns more than ten percent (10%) of the voting or economic interests; or (iv) in which more than ten percent (10%) of the voting or economic interests are owned by a Person who has a relationship with the Member described in clause (i), (ii), or (iii) above.

“*Capital Contribution*” means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704- 1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities secured by the contributed Property that the Company is considered to assume or take subject to under Section 752 of the Code. Capital contributions are to be repaid prior to any issuances of dividends or profit draws from members.

“*Cash Flow*” means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Members. Cash Flow shall be increased by the reduction of any reserve previously established.

“*Cause*” in context of a Member’s expulsion for Cause under this Agreement, means, without limiting at common law the generality of such word, that such Member: (i) has been convicted of a disqualifying crime identified in AS 17.38.200(i) and/or 3AAC306.010(d); (ii) has committed an act of fraud or dishonesty with respect to the Company or the business operations thereof; (iii) has engaged in misconduct that seriously injures the Company’s or its subsidiaries’ good will and is injurious to the Company; (iv) has willfully and persistently committed a material breach of this Agreement; (v) has engaged conduct constituting larceny, fraud, or theft; (vi) has been guilty of wrongful conduct that adversely and materially affects the business or affairs of the Company; or (vii) in the case of any Member, or any Person holding a “direct or indirect financial interest,” in such Member, such Person or Member becomes disqualified from participating in an Alaska recreational marijuana business in any capacity, or takes any action that is in violation of any Alaska statute or regulation that would result in the revocation or termination of the Company’s Licenses on an ongoing basis, including without limitation, revocation, rejection, suspension, denial, or cancellation, as finally determined by the MCBA, or other Alaska court or administrative agency with proper jurisdiction and authority on the issue. Such determination of Cause must be made in good faith by the Managers and be approved by the Members by Major Decision Special Majority, excluding the vote and Interest of the Member being expelled for Cause.

“*Event of Withdrawal*” means those events and circumstances listed in Section 10.50.220 and 10.50.225 of the Act provided, however, that following an Event of Withdrawal described in Section 10.50.220 and 10.50.225(4) of the Act the Member shall remain a Member until it ceases to exist as a legal

entity.

“*Family*” means a Person’s spouse, lineal ancestor, or descendant by birth or adoption, sibling, and trust for the benefit of such Person or any of the foregoing.

“*Fiscal Year*” or “*Annual Period*” means the fiscal year of the Company, as determined under Section V.

“*Interest*” means a Member’s share of the Profits and Losses (and specially allocated items of income, gain, and deduction) of, and the right to receive distributions from, the Company.

“*Involuntary Transfer*” shall include, without limitation, any Transfer of a Member’s Interest pursuant to any order of any court relating to any petition for divorce, legal separation, marital dissolution, or annulment, or any guardianship, conservatorship, or other protective proceeding.

“*Manager*” shall have the meaning set forth under Section V.

“Major Decision”. For purposes of this Agreement, “Major Decision” means a decision by the Company to:

- (i) admit one or more additional or substitute Members;
- (ii) transfer all or substantially all of the assets of the Company;
- (iii) merge or convert the Company into any other entity;
- (iv) dissolve the Company;
- (v) cause the Company to seek protection from creditors under federal or state bankruptcy or insolvency laws;
- (vi) purchase, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in or with any real property, wherever situated;
- (vii) sell, convey, mortgage, pledge, create a security interest in, lease, exchange, transfer and otherwise dispose of all or any part of any Company asset other than in the ordinary course;
- (viii) make guarantees, incur liabilities, borrow money, issue notes or secure any of the obligations of the Company by mortgage or pledge of any assets of the Company;
- (ix) approve any transaction involving an actual or potential conflict of interest between a Member or a Manager and the Company, including the approval of any Member Loan;
- (x) make any capital expenditure in any single transaction in excess of Twenty-Five Thousand Dollars (\$25,000), except in cases of emergency (as determined by the Managers in good faith) where immediate action is needed to maintain or resume business operations in the ordinary course, or reoccurring payments in excess of Five Thousand Dollars (\$5,000), per month;
- (xi) make any capital call or require any additional Capital Contribution; or
- (xii) vote any shares or interests in other entities in which Company holds an interest;

- (xiii) approval of the Annual Operating Budget, as defined under Section VI, below.
- (xiv) make any amendment to this Operating Agreement.

The Members agree that Major Decisions can only be made by a Major Decision Special Majority vote.

“*Major Decision Special Majority*” shall mean consent of seventy-five (75%) percent of the Members’ Percentage Interest. For the avoidance of doubt, if a Major Decision does not receive approval by a Major Decision Special Majority vote, the Major Decision shall not be approved, and no Manager(s) or Member of the Company shall have the ability or authority to take action with respect to such Major Decision on behalf of the Company.

“*Majority of the Members*” means a vote of the Members holding not less than 51% of the Percentage Interests held by all Members.

“*Member*” means each Person signing this Agreement as a member and any Person who subsequently is admitted as a member of the Company in accordance with Section VI of this Agreement and agrees in writing to be bound to the terms and conditions of this Agreement.

“*Member Loan*” means a loan made by a Member to the Company for the benefit of the Company.

“*Percentage Interest*” means, as to a Member, the percentage set forth after the Member’s name on Exhibit A, as amended from time to time.

“*Person*” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

“*Property*” means all real and personal property (including cash) acquired by the Company, and any improvements thereto.

“*Transfer*” means, when used as a noun, any voluntary or involuntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily or involuntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

### **Section III - Capital Contributions**

#### **3.1. *Capital Contributions.***

3.1.1. *Initial Capital Contributions.* Upon the execution of this Agreement, the Members have or shall make contributions to the capital of the Company as set forth in Exhibit A attached hereto and by this reference made a part hereof.

3.1.2. *Additional Capital Contributions.* No Member shall be required to contribute any additional capital to the Company without a unanimous consent, and no Member shall have any personal liability for any obligation of the Company.

3.2. *Withdrawal or Return of Capital Contributions.* Except as specifically provided in this Agreement, no Member shall have the right to withdraw or reduce the Capital Contributions he or she makes to the Company. Upon dissolution of the Company or liquidation of his or her interest in the Company, each Member shall look solely to the assets of the Company for return of his or her Capital Contributions

and, if the Company's property remaining after the payment or discharge of the debts, obligations, and liabilities of the Company is insufficient to return the Capital contributions of each Member, no Member shall have any recourse against the Company or any Member except for gross negligence, malfeasance, bad faith, or fraud.

3.3. *Form of Return of Capital.* Under circumstances requiring a return of any Capital Contributions, no Member shall have the right to receive property other than cash except as may be specifically provided herein.

3.4. *In the Event of Member Loans.* All Member Loans made pursuant to this Agreement and approved by a Major Decision Special Majority shall bear interest at the prime rate of interest as reported by *the Wall Street Journal - Western Edition*, shall be unsecured, and shall be repaid in full out of available funds of the Company before any distribution may be made to any Member. If more than one Member has made a Member Loan, repayment shall be made to each Member in proportion to the amount of principal each has advanced.

#### Section IV - Distributions

4.1. *Distributions.* Except as otherwise provided in this Agreement, distributions shall be made to the Members at such times and in such amounts as determined by the Managers. Distributions will be made to Members *pro rata*, in proportion to their Percentage Interests, after capital contributions have been repaid.

4.2. *General.*

4.2.1. *Form of Distribution.* In connection with any distribution, no Member shall have the right to receive Property other than cash except as may be specifically provided herein. If any assets of the Company are distributed in kind to the Members, those assets shall be valued on the basis of their fair market value, and any Member entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Members so entitled. Unless the Members otherwise agree by a vote of the Majority of the Members, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Managers.

4.2.2. *Withholding.* All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Members for all purposes under this Agreement.

4.2.3. *Varying Interests; Distributions in Respect to Transferred Interests.* If any Interest is Transferred in compliance with the provisions of this Agreement, all distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making distributions, and allocating Profits, Losses, and other items of income, gain, loss, and deduction pursuant to **Exhibit B** hereof, the Company shall recognize the Transfer not later than the end of the calendar month during which it is given notice of such, provided that if the Company does not receive a notice stating the date such Interest was Transferred and such other information as it may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, on the last day of the Fiscal Year during which the Transfer occurs, was the owner of the Interest. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section, whether or not any Member or the Company has knowledge of any Transfer of ownership of Interest.

## Section V - Management

5.1. *Management.* Subject to the rights under the Act or the provisions of this Agreement to approve certain actions, the business and affairs of the Company shall be managed exclusively by its Managers. The exact number of Managers of the Company shall be two (2) until amended in accordance with this Agreement. The Members shall vote and select the Managers that will direct, manage, and control the business of the Company to the best of their ability and, subject only to those restrictions set forth in the Act or this Agreement, shall have full and complete authority, power, and discretion to make any and all decisions and to do any and all things which the Managers deem appropriate to accomplish the business and objectives of the Company, other than those decisions requiring a Major Decision Special Majority or a vote of the Members as required by the Act. Manager(s) shall be elected and removed by a vote of the Majority of the Members, and an election or removal of a Manager may be held at any time, by call of the majority percentage ownership, by providing proper written notice at least 14 days prior to election or removal. Any vacancy occurring in the position of a Manager (whether caused by resignation, death, or otherwise) may be filled by the vote of the Majority of the Members. Each Member agrees not to incur any liability on behalf of the other Members or otherwise enter into any transaction or do anything which will subject the other Members to any liability, except in all instances as contemplated hereby.

5.2. *Certain Management Powers of the Manager.* Without limiting the generality of Section 5.1, and subject to all Major Decisions, the Managers shall have power and authority on behalf of the Company:

5.2.1. To manage the day-to-day business operations of the Company in accordance with this Agreement, the rules and regulations promulgated by the MCBA, and the AK Marijuana Governance;

5.2.2. In the ordinary course of business, to acquire property from and sell property to any person as the Managers may determine;

5.2.3. Use credit facilities and borrow money for the Company from banks, other lending institutions, the Interest Holders, or Affiliates of the Interest Holders, on such terms as approved by the Managers, and in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt or other obligation shall be contracted, or liability incurred by or on behalf of the Company by the Member;

5.2.4. To purchase liability and other insurance to protect the Company's property and business;

5.2.5. Except for any Major Decision, to execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, and other negotiable instruments, mortgages, or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage, or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, and any other instruments or documents necessary, in the opinion of the Managers, to accomplish the purposes of the Company;

5.2.6. To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and compensate them from Company funds;

5.2.7. Except for any Major Decision, to enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve;

5.2.8. To do and perform all other acts as may be necessary or appropriate to accomplish the purposes of the Company; and

5.2.9. To take such other actions as do not expressly require the consent of any Members under this Agreement.

A Manager may act by a duly authorized attorney-in-fact. Unless authorized to do so by this Agreement, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

5.3. *Duties of the Manager.* The Managers shall have all duties as set forth in the Act, including, without limitation, those duties set forth under AS § 10.50.135, as amended. Subject to AS § 10.50.140, a Manager shall not be required to manage the Company as the Manager's sole and exclusive function and the Managers may engage in other business and investment activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, solely by virtue of this Agreement or its relationship to a Member or the Company, to share or participate in any such other investments or activities of the Members or to the income or proceeds derived therefrom. Managers shall not have any obligation to disclose any such other investments or activities to the Members unless it actually or potentially adversely affects the business or property of the Company.

5.4. *Compensation and Expenses.* The Company may enter into management or employment contracts with one or more Member or Members or Persons Affiliated with the Member as approved by a Major Decision Special Majority.

5.5. *Books and Records.* At the expense of the Company, the Managers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with the Act and sound accounting practices and kept at the Company's known place of business and such other location or locations as the Managers shall from time to time determine. At a minimum the Company shall keep at its known place of business the following records:

5.5.1. A current list of the full name and last known business, residence, or mailing address of each Member;

5.5.2. A copy of the initial Articles and all amendments thereto and restatements thereof;

5.5.3. Copies of the Company's federal, state, and local income tax returns and reports, if *any*, for the three most recent fiscal years;

5.5.4. Copies of this Agreement and all amendments hereto or restatements hereof, including any prior operating agreements no longer in effect;

5.5.5. Copies of any documents relating to a Member's obligation to contribute cash, property, or services to the Company;

5.5.6. Copies of any financial statements of the Company for the three (3) most recent fiscal years; and

5.5.7. Copies of minutes of all meetings of the Members and all written consents obtained from Members for actions taken by Members without a meeting.

5.6. *Financial Accounting/Member Access to Books and Records.* In addition to the Annual Operating Budget, the Managers shall prepare and make available a financial accounting of the Company no less than once every sixty (60) days. Within three (3) calendar days following written notice, which may

be submitted in writing, via facsimile or electronic mail, each Member shall have the right, during normal business hours, to inspect and copy, at the Member's expense, the Company's books and records.

5.7. *Reports.* Within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the Fiscal Year a complete accounting of the affairs of the Company for the Fiscal Year then ended. In addition, within seventy-five (75) days after the end of each Fiscal Year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the Fiscal Year, the tax information concerning the Company which is necessary for preparing the Member's income tax returns for that year. At the request of any Member, and at the Member's expense, the Members shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

5.8. *Title to Company Property.*

5.8.1. Except as provided in Section 5.8.2, all real and personal property acquired by the Company shall be acquired and held by the Company in its name.

5.8.2. Ten (10) days after giving notice, the Managers may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Managers may cause title to be acquired and held any one Member's name or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company and all of that property shall be treated as Company property. The notice to be given to the Members under this section shall identify the asset or assets to be titled outside of the Company name, the Person in whom legal title is intended to vest, and the reason for the proposed transaction. If any Member provides written notice of an objection to the transaction before the expiration of the ten (10) day period, the transaction shall not be consummated except upon approval of a Majority of the Members.

## Section VI - Members

6.1. *Members.* The names and addresses of the Members, their initial Capital Contributions, and Percentage Interest, are set forth on **Exhibit A**, as amended from time to time. No Person shall become a Member unless and until they: (a) execute this Agreement (or a counterpart signature page to the Agreement); (b) tender to the Company the consideration for their Percentage Interest; (c) are approved as a Member by a Major Decision Special Majority; and (d) are approved as a Member of the Company by the MCBA in accordance with all AK Marijuana Governance, as applicable.

6.2. *Meetings.* Unless otherwise prescribed by the Act, meetings of the Members may be called, for any purpose or purposes, by a Majority of the Members.

6.3. *Place of Meetings.* Whoever calls the meeting may designate any place, either within or outside the State of Alaska, as the place of meeting for any meeting of the Members.

6.4. *Notice of Meetings.* Except as provided in this Agreement, written notice stating the date, time, and place of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, electronic mail, facsimile, or overnight or next-day delivery services by or at the direction of the person or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail, postage prepaid, addressed to the Member at his or her address as it appears on the books of the Company. If transmitted by way of electronic mail or facsimile, such notice shall be deemed to be delivered on the date

of such electronic mail or facsimile transmission to the electronic mail address or fax number, if any, for the respective Member which has been supplied by such Member to the Company and identified as such Member's electronic mail address or facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the Member at his or her address as it appears on the books of the Company. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty (30) days. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting.

6.5. *Meeting of All Members.* If all of the Members shall meet at any time and place, including by conference telephone call, either within or outside of the State of Alaska, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice.

6.6. *Record Date.* For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless notice of the adjourned meeting is required to be given pursuant to Section 6.3.

6.7. *Quorum.* A Majority of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. Business may be conducted once a quorum is present.

6.8. *Voting Rights of Members.* Members shall be entitled to vote on any matter submitted to a vote. If all of an Interest is transferred to an assignee who does not become a Member, the Member from whom the Interest is transferred shall no longer be entitled to vote. No withdrawn Member shall be entitled to vote nor shall such Member's Interest be considered outstanding for any purpose pertaining to meetings or voting.

6.9. *Manner of Acting.* Unless otherwise provided in the Act, the Articles, or this Agreement, the affirmative vote of a Majority of the Members at a meeting at which a quorum is present shall be the act of the Members.

6.10. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of its exercise. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.11. *Action by Members without a Meeting.* Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, circulated to all the Members with an explanation of the background and reasons for the proposed action, signed by that percentage or number of the Members required to take or approve the action. Any such written consent shall be delivered to the Members of the Company for inclusion in the minutes or for filing with the Company records. Action taken by written consent under this Section shall be effective on the date the required percentage or number of the Members have signed and delivered the consent to all Members, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the written consent is circulated to the Members.

6.12. *Telephonic Communication.* Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in

the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person, except where the Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

6.13. *Waiver of Notice.* When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

6.14. *Budget.* The Managers shall, within ninety (90) days of the complete execution of this Agreement, and on or before December 15 in each calendar year thereafter, deliver to the Members for approval by a Major Decision Special Majority, an estimated annual operating budget for the Company for the next calendar year (the "Annual Operating Budget") which shall set forth an estimate, on a monthly basis, of Company revenue and expenses, together with an explanation of anticipated changes to any charges, rates, expenses and positions, non-wage cost increases, the proposed methodology and formula employed by the Managers, and all other factors differing from the then-current calendar year. The Annual Operating Budget shall be accompanied by a narrative description of operating objectives and assumptions. If the Members do not approve of an Annual Operating Budget in total, it shall do so, to the extent practicable, on a line item basis. The Managers and the Members shall cooperate to resolve disputed items, provided if a part of, or the total, Annual Operating Budget is not approved by the Members by a Major Decision Special Majority within thirty (30) days of the Manager's transmission of such Annual Operating Budget to the Members, the Managers shall operate under the expired Annual Operating Budget, on a line-item basis, until a new Annual Operating Budget is approved. The Managers shall obtain the prior written approval of a Major Decision Special Majority for any Company expenditure which will, or is reasonably expected to, result in a material variation to the Annual Operating Budget for the applicable calendar year or is materially outside the scope of any item set forth on the Annual Operating Budget.

## **Section VII - Transfers and Withdrawals**

7.1. *Transfers.* Except as otherwise provided in this Section VII no Member may, voluntarily or involuntarily, Transfer all, or any portion of, a Member's Interest without the prior written consent of a Major Decision Special Majority, which consent may be withheld in the Members' sole and absolute discretion. In addition, such Transfer must receive the express written approval of the MCBA, or other Alaska court or administrative agency with proper jurisdiction and authority on the issue, after filing any and all necessary forms for such transfer in compliance with AK Marijuana Governance. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Interest in violation of the prohibitions contained in this Section VII shall be deemed invalid, null, and void, and of no force or effect. Any Person to whom any Interest is attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive allocations or distributions from the Company, or have any other membership rights in or with respect to the Interest.

7.2. *Deemed Transfer.* In addition to the foregoing, each of the following shall be deemed a "Transfer" and shall be subject to Section 7.1:

7.2.1. *Involuntary Transfer.* Any Involuntary Transfer;

7.2.2. *Bankruptcy and Related Events.* Filing of a voluntary petition in bankruptcy or involuntary petition in bankruptcy by an Member pursuant to Chapters 7, 11 or 13 of the U.S. Bankruptcy Code, unless such a petition is denied or dismissed within thirty (30) days after filing in the case of a voluntary petition or within ninety (90) days after filing in the case of an involuntary petition; the entry of an order of relief in bankruptcy of an Member; the assignment by an Member of all or a portion of their

Interests for the benefit of creditors; the appointment of a receiver or trustee for an Member's property; or the attachment of an Interest which is not released within thirty (30) days;

7.2.3 *Attachment and Security Interest.* Any portion of an Interest of a Member becomes subject to any attachment, levy, execution or other judicial seizure, or any lien, encumbrance or security interest;

7.2.4. *Voluntary Withdrawal.* A Member voluntarily withdraws by giving all Members thirty (30) days' prior written notice, and a Majority of the remaining Members approves such voluntary withdrawal;

7.2.5. *Involuntary Withdrawal.* An Event of Withdrawal occurs, as defined in this Agreement;

7.2.6. *Death.* Upon the transfer of any portion of an Interest in the Company as a result of death, whether to any heir, devisee, beneficiary, third-party, person, trust or estate;

7.2.7. *Expulsion.* Any Member is expelled from the Company for Cause.

7.3. *Transfer.* Upon the Transfer or deemed Transfer of any portion of an Interest under Section 7.2, the holder of such Interest shall become an "assignee". in accordance with this Agreement and the Act, with no voting rights, notice rights, rights to information, or other rights as a Member of any kind.

7.4. *Option of Company.* Upon the Transfer or deemed Transfer of any portion of an Interest under Section 7.2:

7.4.1. *Perpetual Option.* The Company shall automatically have the perpetual option to purchase and redeem all or any portion of the Interest in the manner as provided for in Section 7.4. In the event the Company exercises its option to purchase the Interest pursuant to Section 7.4.2, the Company shall, within ninety (90) days, distribute to the Member whose Interest is being purchased (the "Transferring Holder"), or such holder's estate, the net taxable income allocable to such Transferring Holder's Interest for the portion of the taxable year prior to the transfer date, if any.

7.4.2. *Exercise of Option; Notice.* In the event the Company wishes to exercise its option pursuant to Section 7.4.1, the Company shall deliver to the Transferring Holder written notification ("Notice"), by email to the Transferring Holder's email address, certified mail, or personal delivery, of its intention to so exercise its option to purchase and redeem the Transferring Holder's Interest. The value of such Transferring Holder's Interest shall be determined in accordance with Section 7.4.3 and **Exhibit C** and shall be distributed in accordance with Section 7.4.4.

7.4.3. *Valuation of Interest.*

7.4.3.1. *Purchase of Transferring Holder's Interest.* Unless otherwise agreed between the Company and the Transferring Holder, for purposes of determining the purchase price to be paid for a Transferring Holder's Interest, it is hereby agreed that a Transferring Holder's Interest shall be purchased and redeemed for an amount equal to the Purchase Price, as defined below, based on the Transferring Holder's Percentage Interest in the Company, subject to standard discounts for lack of marketability and lack of control, if applicable. Upon delivery of the Subordinated Promissory Note (as defined below) to the Transferring Holder, the Transferring Holder's Interest shall have been redeemed by the Company pursuant hereto, without any further action by the Transferring Holder, the Company or any other Member.

7.4.4 *Purchase Price.* The Purchase Price of a Transferring Holder's Interest shall be as

follows:

7.4.4.1. Where the redemption of a Transferring Holder's Interest is due to a Transfer event described in Section 7.2.1 through 7.2.6, then the Purchase Price shall be either: (a) the fair market value of the Company as mutually agreed upon by the Company and the Transferring Holder (or such Transferring Holder's representative) in good faith, multiplied by the Transferring Holder's Percentage Interest, subject to standard discounts for lack of marketability and lack of control, if applicable; or (b) if no agreement can be reached, the fair market value of the Company (as determined by an Appraiser, selected pursuant to Exhibit C), multiplied by the Transferring Holder's Percentage Interest, subject to standard discounts for lack of marketability and lack of control, if applicable; or

7.4.4.2. Where the redemption of a Transferring Holder's Interest is due to a Transferring Holder's Transfer event under Section 7.2.7 or 7.2.8, then the Purchase Price shall be the fair market value of the Transferring Holder's Percentage Interest as determined in accordance with the provisions of Section 7.4.4.1, above, less fifty percent (50%) of such fair market value; provided, however, that such amount shall then be less (and offset by) the aggregate amount of damages, liabilities, losses or other expenses incurred by the Company due to such Transferring Holder's actions constituting Cause or such Transferring Holder's breach, as applicable, and including fees and legal expenses incurred in the purchase of such Transferring Holder's Interest.

7.5. *Terms of Payment.* Unless otherwise mutually agreed in writing by the Company and the Transferring Holder, after the Purchase Price has been established in accordance with Section 7.4.3, as applicable, the Company shall pay the Purchase Price, together with the principal amount of any loan outstanding to the Transferring Holder, or such Transferring Holder's estate, whose interest is being purchased, as follows: the value of the Transferring Holder's Interest shall be paid with a minimum of twenty percent (20%) down within thirty (30) days of the date the Purchase Price is established in accordance with Section 7.4.3, and the balance of eighty percent (80%) shall be made payable pursuant to an unsecured Subordinated Promissory Note, made by the Company in favor of the Transferring Holder, payable over sixty (60) months, beginning the first day of the first month following the down payment. In no event shall there be any prepayment penalty in the event the Company wishes to pay the amount due hereunder prior to the expiration of the term of the Subordinated Promissory Note. In each instance, interest shall be computed and paid on the balance owing at the prime rate charged by the Company's banking institution. The promissory notes described herein shall be expressly subordinated to all senior debt, pre-existing or hereafter existing debt to financial institutions or lessors in connection with commercial loans, credit arrangements, equipment financings, leases or similar transactions. If the Company is sold (whether via change in control or otherwise) or liquidated following the purchase of a Transferring Holder's Interest, the installment obligation shall be immediately due and owing.

7.6. *Transferee Not a Member.* The attempted Transfer or assignment of a Member's Interest shall not result in any transferee or assignee becoming a Member of the Company, unless the transferee or assignee is admitted as a Member pursuant to this Agreement, and the transferee or assignee shall only be entitled to receive, to the extent transferred, the share of distributions, including distributions representing the return of contributions, and the allocation of Profits and Losses (and other items of income, gain, or deduction), to which the Member would have otherwise been entitled with respect to the Member's Interest. The transferee or assignee shall have no rights as a Member or any other right to participate in the management of the business and affairs of the Company or any right to become a Member unless admitted by a Major Decision Special Majority.

7.7. *Substitute Members.* Notwithstanding any provision of this Agreement to the contrary, an assignee of a Member may only be admitted as a substitute Member upon the written consent of a Major Decision Special Majority, which consent may be withheld in the Members' sole and absolute discretion.

7.8. *Additional Members.* The Company shall not issue additional Interests after the date of formation of the Company without the written consent or approval of a Major Decision Special Majority, which consent may be withheld in the Members' sole and absolute discretion.

7.9. *Expenses.* Expenses of the Company or of any Member occasioned by transfers of Interests shall be reimbursed to the Company or Member, as the case may be, by the transferee.

## **Section VIII - Dissolution and Termination**

### 8.1. *Dissolution.*

8.1.1. *Events of Dissolution.* The Company will be dissolved upon the occurrence of any of the following events:

8.1.1.1. Upon the written consent of a Major Decision Special Majority;

8.1.1.2. Upon the entry of a decree of dissolution under Section 10.50.405 of the Act or an administrative dissolution under Section 10.50.408 of the Act;

8.1.1.3. Upon the sale or other disposition of all or substantially all of the Company's assets and receipt by the Company of the proceeds therefrom; or

8.1.1.4. Upon the occurrence of an Event of Withdrawal of the last remaining Member unless within ninety (90) days all assignees of Interests in the Company consent in writing to admit at least one member to continue the business of the company.

8.2. *Continuation.* An Event of Withdrawal with respect to a Member shall not cause dissolution, and the Company shall automatically continue following such an Event of Withdrawal.

8.3. *Distributions and Other Matters.* The Company shall not terminate until its affairs have been wound up and its assets distributed as provided herein. Promptly upon the dissolution of the Company, the Members shall cause to be executed and filed a Notice of Winding Up with the Alaska Department of Commerce, Community, and Economic Development, and will liquidate the assets of the Company and apply and distribute the proceeds of such liquidation, or distribute the Company's assets in kind, as follows and in the following order:

8.3.1. *Ordinary Debts.* To payment of the debts and liabilities of the Company, including debts owed to Members, in the order of priority provided by law; provided that the Company shall first pay, to the extent permitted by law, liabilities with respect to which any Member is or may be personally liable;

8.3.2. *Reserves and Distributions.* To the setting up of such reserves as the Members may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company business;

8.3.3. *Remainder.* The balance of the proceeds shall be distributed to the Members in accordance with the positive balance in their Capital Accounts, determined as though all of the Company assets were sold for cash at their fair market value as of the date of distribution. Any such distributions shall be made in accordance with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(i)(b)(2).

8.4. *Deficit Capital Accounts.* Notwithstanding anything to the contrary in this Agreement, if any Member's Capital Account has a deficit balance (taking into account all contributions, distributions, and allocations for the year in which a liquidation occurs), the Member shall not be obligated to make any

contribution to the capital of the Company and the negative balance of such Member's Capital Account shall not be considered a debt owed by the Member to the Company or to any other person for any purpose whatsoever.

8.5. *Rights of Members—Distributions of Property.* Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of his or her Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company. No Member shall have priority over any other Member for the return of his or her Capital Contributions, distributions, or allocations.

8.6. *Articles of Termination.* When all the assets of the Company have been distributed as provided herein, the Members shall cause to be executed and filed Articles of Termination as required by the Act.

### **Section IX - Other Interests of a Member**

Any Member may engage in or possess interests in other business ventures of every nature and description, independently or with others. Neither the Company nor any Member shall have any right to any independent ventures of any other Member or to the income or profits derived therefrom. The fact that an Member, a member of his or her Family, or an Affiliate is employed by, or owns, or is otherwise directly or indirectly interested in or connected with, any person, firm, or corporation employed or retained by the Company to render or perform services, including without limitation, management, contracting, mortgage placement, financing, brokerage, or other services, or from whom the Company may buy property or merchandise, borrow money, arrange financing, or place securities, or may lease real property to or from the Company, shall not prohibit the Company from entering into contracts with or employing that person, firm, or corporation or otherwise dealing with him or it, and neither the Company nor any of the Members as such shall have any rights in or to any income or Profits derived therefrom.

### **Section X - Indemnity**

10.1. *Indemnity Rights.* The Company shall indemnify, defend and hold harmless each Member who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of his or her actions as an Member or by reason of his or her acts while serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, and against judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided that the acts of such Member were not committed with gross negligence or willful misconduct, and, with respect to any criminal action or proceeding, such Member had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or its equivalent, shall not, in and of itself, create a presumption that the Member acted with gross negligence or willful misconduct, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.2. *Notice and Defense.* Any Member who is or may be entitled to indemnification shall give timely written notice to the Company, the Members that a claim has been or is about to be made against him or her, shall permit the Company to defend him or her through legal counsel of its own choosing, and shall cooperate with the Company in defending against the claim. The Member shall have the sole power and authority to determine the terms and conditions of any settlement of the claim.

10.3. *Other Sources.* The indemnification provided for herein shall apply only in the event, and to the extent that, the person is not entitled to indemnification, or other payment, from any other source

(including insurance), and the Company's indemnity obligations hereunder shall be in excess of any indemnification or other payment provided by such other source.

10.4. *Survival.* The indemnification provided for herein shall continue as to a person who has ceased to be a Member and shall inure to the benefit of the heirs, executors, and administrators of such person.

## **Section XI - Miscellaneous**

11.1. *Notices.* Any notice, demand, offer, or other communication which any person is required or may desire to give to any other person shall be delivered in person or by United States mail, electronic mail, facsimile, or overnight or next-day delivery service. If mailed, such notice shall be deemed to be delivered two (2) days after being deposited in the United States mail, postage prepaid, addressed to the person at his or her address as it appears on the books of the Company. If transmitted by way of electronic mail or facsimile, such notice shall be deemed to be delivered on the date of such electronic mail or facsimile transmission to the electronic mail address or facsimile number, if any, for the person which has been supplied by such person and identified as such person's electronic mail address or facsimile number. If transmitted by overnight or next-day delivery, such notice shall be deemed to be delivered on the next business day after deposit with the delivery service addressed to the person at his or her address as it appears on the books of the Company.

11.2. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Managers shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

11.3. *Severability.* The parties intend that this Agreement be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Agreement, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances, or to any other extent, will not be impaired.

11.4. *Governing Law; Parties in Interest; Attorneys' Fees.* This Agreement will be governed by and construed according to the laws of the State of Alaska without regard to conflicts of law principles and will bind and inure to the benefit of the heirs, successors, assigns, and personal representatives of the parties. Unless otherwise agreed, if any litigation or other dispute resolution proceeding is commenced between parties to this Agreement to enforce or determine the rights or responsibilities of such parties, the prevailing party or parties in any such proceeding will be entitled to receive, in addition to such other relief as may be granted, its reasonable attorneys' fees, expenses and costs incurred preparing for and participating in such proceeding.

11.5. *Execution in Counterparts.* This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

11.6. *Titles and Captions.* All article, section, or paragraph titles or captions contained in this Agreement are for convenience only and are not deemed part of the context thereof.

11.7. *Pronouns and Plurals.* All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

11.8. *Waiver; Waiver of Action for Partition.* No right or obligation under this Agreement will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance in any other instance, in any other respect, or at any other time. Each of the Members irrevocably waives any right that he or she may have to maintain any action for partition with respect to any of the Company Property.

11.9. *Entire Agreement.* This Agreement and all Exhibits attached hereto collectively contains the entire understanding between the parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof.

Estoppel Certificate. Each Member shall, within ten (10) days after written request by any Member or the Members, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof.

## **Section XII – Arbitration**

If the parties are unable to resolve any dispute arising out of this Agreement either during or after its term informally, including the question as to whether any particular matter is arbitrable, the parties agree to submit the matter to binding arbitration. In the event the parties have not agreed upon an arbitrator within twenty (20) days after either party has demanded arbitration, either party may file a demand for arbitration with an Alaska regional office of the American Arbitration Association (“AAA”) and a single arbitrator shall be appointed in accordance with the then existing Commercial Arbitration Rules of the AAA. At all times during arbitration, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is pre-served. The dispute between the parties shall be submitted for determination within sixty (60) days after the arbitrator has been selected. The decision of the arbitrator shall be rendered within thirty (30) days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be in writing and shall specify the factual and legal basis for the decision. Upon stipulation of the parties, or upon a showing of good cause by either party, the arbitrator may lengthen or shorten the time periods set forth herein for conducting the hearing or for rendering a decision. The decision of the arbitrator shall be final and binding upon the parties. Judgment to enforce the decision of the arbitrator, whether for legal or equitable relief, may be entered in any court having jurisdiction thereof, and the parties hereto expressly and irrevocably consent to the jurisdiction of the Alaska Courts for such purpose. The arbitrator shall conduct all proceedings pursuant to the then existing Commercial Arbitration Rules of the AAA, to the extent such rules are not inconsistent with the provisions of this Article III. The AAA Uniform Rules of Procedure shall not apply to any arbitration proceeding relating to the subject matter or terms of the documents. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

## **Section XIII - Agreement of Spouses of Members**

INTENTIONALLY OMITTED

#### Section XIV – Representation -

The parties all acknowledge that the JDW, LLC (“Firm” and/or “Counsel”), prepared this Agreement, but that currently the Firm only represents Members John and Jacquelyn Skurkey. In the event the Company desires to engage the Firm to represent the Company and its subsidiaries in the near future, all members agree and have been advised of the following:

The Firm representation of the Company, its subsidiaries, and John and Jacquelyn Skurkey (Members / Managers) in their respective individual capacities creates conflicts of interests;

The Members hereby are advised by the Firm that conflicts may exist among the Company, the subsidiaries, and/or Members’ and/or Managers individual interests;

The Members hereby are advised by Counsel to seek the advice of independent counsel;

The Members are afforded and encouraged to seek the advice of independent counsel;

The Members have received no representations from Counsel or Firm about this Agreement, including without limitation, the tax consequences of this Agreement;

The Members are hereby advised by Counsel that this Agreement may have tax consequences;

The Members hereby are advised by Counsel to seek the advice of independent tax counsel; and

The Members have had the opportunity to seek the advice of independent tax counsel.

The Members hereby agree and understand that if the Company and its subsidiaries engage the Firm as counsel, then the Members will need to consent to the Firm’s joint representation of the Company, its subsidiaries, and John and Jacquelyn Skurkey (Members / Managers) and are greatly encouraged to seek independent legal counsel prior to waiving said conflicts, consistent with Alaska’s RPC 1.13(g), RPC 1.6 and RPC 1.7.

*Signature page follows.*

IN WITNESS WHEREOF, the Members and the Managers have executed this Operating Agreement, effective as of the date first set forth above.

X   
Jacquelyn Skurkey

X   
John Skurkey

**EXHIBIT A**

**Members, Capital Contributions, and Interest**

	<b>Membership Contribution</b>	<b>Paid Contribution</b>	<b>Outstanding Contribution</b>	<b>Total Ownership Percentage</b>
Jacquelyn Skurkey	\$ _____	\$ _____	\$ _____	51%
John Skurkey	\$ _____	\$ _____	\$ _____	49%
<b>TOTALS</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>100%</b>

## EXHIBIT B

### Tax Matters

1. *Definitions.* The capitalized words and phrases used in this Exhibit B shall have the following meanings:

1.1. “*Adjusted Book Value*” means with respect to Company Property, the Property’s Initial Book Value with the adjustments required under this Agreement.

1.2. “*Adjusted Capital Account Deficit*” means, with respect to any Member, the deficit balance, if any, in the Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

1.2.1. the Capital Account shall be increased by the amounts which the Member is obligated to restore under this Agreement or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g)(1) and (i)(5) (i.e., the Member’s share of Minimum Gain and Member Minimum Gain); and

1.2.2. the Capital Account shall be decreased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

This definition of Adjusted Capital Account Deficit is intended to comply with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with that Regulation.

1.3. “*Capital Account*” means the account maintained by the Company for each Member in accordance with the following provisions:

1.3.1. A Member’s Capital Account shall be credited with the amount of money contributed by the Member to the Company; the fair market value of the Property contributed by the Member to the Company (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under Section 752 of the Code); the Member’s allocable share of Profit and items of income and gain; and the amount of Company liabilities that are assumed by the Member under Regulation Section 1.704-1(b)(2)(iv)(c);

1.3.2. A Member’s Capital Account shall be debited with the amount of money distributed to the Member; the fair market value of any Company property distributed to the Member (net of liabilities secured by such distributed Property that the Member is considered to assume or take subject to under Section 752 of the Code); the Member’s allocable share of Loss and items of deduction; and the amount of the Member’s liabilities that are assumed by the Company under Regulation Section 1.704-1(b)(2)(iv)(c);

1.3.3. If Company Property is distributed to a Member, the Capital Accounts of all Members shall be adjusted as if the distributed Property had been sold in a taxable disposition for the gross fair market value of such Property on the date of distribution (taking into account Section 7701 of the Code) and the Profit or Loss from such disposition allocated to the Members as provided in this Exhibit B.

1.3.4. If money or other Property (other than a *de minimis* amount) is (a) contributed to the Company by a new or existing Member in exchange for an interest in the Company; or (b) distributed by the Company to a retiring or continuing Member as consideration for an interest in the Company; then,

if the Members deem such an adjustment to be necessary to reflect the economic interests of the Members, the Book Value of the Company's Property shall be adjusted to equal its gross fair market value on such date (taking into account Section 7701(g) of the Code) and the Capital Accounts of all Members shall be adjusted in the same manner as if all the Company Property had been sold in a taxable disposition for such amount on such date and the Profit or Loss allocated to the Members as provided in this **Exhibit B**.

1.3.5. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the Book Value of the Company's Property and the Capital Account of the Members shall be adjusted in a manner consistent with the manner in which the Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

1.3.6. If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts or the Adjusted Book Value of Company Property shall be interpreted and applied in a manner consistent with that Section of the Regulations.

1.4. "*Code*" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

1.5. "*Company Minimum Gain*" has the meaning set forth in Regulation Section 1.704-2(b)(2) for "partnership minimum gain."

1.6. "*Initial Book Value*" means, with respect to Property contributed to the Company by a Member, the Property's fair market value at the time of contribution and, with respect to all other Property, the Property's adjusted basis for federal income tax purposes at the time of acquisition.

1.7. "*Member Nonrecourse Debt*" has the meaning set forth in Section 1.704- 2(b)(4) of the Treasury Regulations for "partner nonrecourse debt."

1.8. "*Member Nonrecourse Debt Minimum Gain*" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain."

1.9. "*Member Nonrecourse Deductions*" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse deductions."

1.10. "*Nonrecourse Deductions*" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions shall be determined according to the provisions of Regulation Section 1.704-2(c).

1.11. "*Nonrecourse Liability*" has the meaning set forth in Regulation Section 1.704-2(b)(3).

1.12. "*Profit*" and "*Loss*" means, for each Fiscal Year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

1.12.1. All items of income, gain, loss, deduction, or credit required to be stated separately

pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

1.12.2. Any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing Profit or Loss;

1.12.3. Any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be included in computing Profit or Loss;

1.12.4. If the Adjusted Book Value of Company Property differs from its adjusted basis for federal income tax purposes, then gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Adjusted Book Value of the Property disposed of rather than the adjusted basis of the property for federal income tax purposes;

1.12.5. If the Adjusted Book Value of Company Property differs from its adjusted basis for federal income tax purposes, then in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, the depreciation, amortization (or other cost recovery deduction) shall be an amount that bears the same ratio to the Adjusted Book Value of such Property as depreciation, amortization (or other cost recovery deduction) computed for federal income tax purposes for such period bears to the adjusted tax basis of such Property. If the Property has a zero adjusted tax basis, the depreciation, amortization (or other cost recovery deduction) of such Property shall be determined under any reasonable method selected by the Company; and

1.12.6. Any items that are specially allocated pursuant to Sections 2.3 and 2.4 hereof shall not be taken into account in computing Profit or Loss.

1.13. "Treasury Regulations" or "Regulations" means the income tax regulations, including any temporary regulations, promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2. *Allocations.* After making any special allocations contained in Section 2.5, remaining Profits and Losses shall be allocated for any Fiscal Year in the following manner:

2.1. *Profits.*

2.1.1. First, Profits shall be allocated among the Members in proportion to the cumulative Losses previously allocated to the Member under Section 2.2.3 until the cumulative Profits allocated to each Member under this subparagraph equal the cumulative Losses previously allocated to each Member under Section 2.2.3;

2.1.2. Second, Profits shall be allocated proportionately among the Members until the cumulative Profits allocated to each Member under this subparagraph equal the cumulative Priority Return each Member has received through the end of the Fiscal Year plus Losses, if any, allocated to the Member under Section 2.2.2; and

2.1.3. Third, Profits shall be allocated to the Members in accordance with their Percentage Interests.

2.2. *Losses.*

2.2.1. First, Losses shall be allocated to the Members in proportion to the cumulative Profits previously allocated to the Members under Section 2.1.3 until the cumulative Losses allocated pursuant to this subparagraph to each Member are equal to the cumulative Profits previously allocated to each Member under Section 2.1.3.

2.2.2. Second, Losses shall be allocated to the Members in proportion to the cumulative Profits previously allocated to the Members under Section 2.1.2 until the cumulative Losses allocated pursuant to this subparagraph to each Member are equal to the cumulative Profits previously allocated to each Member under Section 2.1.2; and

2.2.3. Third, Losses shall be allocated to the Members in accordance with their Percentage Interests.

### 2.3. *Loss Limitations.*

2.3.1. *Adjusted Capital Account Deficit.* No Losses shall be allocated to any Member pursuant to Section 2.1 if the allocation causes the Member to have an Adjusted Capital Account Deficit or increases the Member's Capital Account Deficit. All Losses in excess of the limitations set forth in this Subsection shall be allocated to the other Members in accordance with the other Members' Percentage Interests until all Members are subject to the limitation of this Subsection, and thereafter, in accordance with the Members' interest in the Company as determined by the Members. If any Losses are allocated to an Member because of this Subsection, then notwithstanding any other provision of this Agreement, all subsequent Profits shall be allocated to the Members pro rata based on Losses allocated to them pursuant to this Subsection until each Member has been allocated an amount of Profits pursuant to this Subsection equal to the Losses previously allocated to that Member under this Subsection.

2.3.2. *Cash Method Limitation.* If the Company is on the cash method of accounting and more than 35% of the Company's Losses in any year would be allocable to Members who are limited entrepreneurs (within the meaning of § 464(e)(2) of the Code), then except as otherwise provided in Section 2.2.1, the Losses in excess of 35% otherwise allocable to those Members shall be specially allocated among the other Members in the ratio that each shares in Losses. If any Losses are allocated to a Member under this Subsection, then notwithstanding any other provision of this Agreement, all subsequent Profits shall be allocated to the Members pro rata based on Losses allocated to them pursuant to this Subsection until each Member has been allocated an amount of Profits pursuant to this Subsection in the current and previous Fiscal Years equal to the Losses allocated to that Member pursuant to this Subsection in previous Fiscal Years.

### 2.4. *Section 704(c) Allocations.*

2.4.1. *Contributed Property.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution).

2.4.2. *Adjustments to Book Value.* If the Adjusted Book Value of any Company asset is adjusted as provided in clause (iv) of the definition of Capital Account, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall, solely for tax purposes, take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the

manner as provided under Code Section 704(c) and the Regulations thereunder.

2.5. *Regulatory Allocations.* The following allocations shall be made in the following order:

2.5.1. *Company Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3), (4), and (5), if during any Fiscal Year there is a net decrease in Company Minimum Gain, each Member, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, succeeding taxable years) in an amount equal to that Member's share of the net decrease of Company Minimum Gain, computed in accordance with Regulation Section 1.704-2(g)(2). Allocations of gross income and gain pursuant to this Subsection shall be made first from gain recognized from the disposition of Company assets subject to Nonrecourse Liabilities to the extent of the Minimum Gain attributable to those assets and, thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Subsection shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

2.5.2. *Member Nonrecourse Debt Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(i)(4), if during any Fiscal Year there is a net decrease in Member Nonrecourse Debt Minimum Gain, each Member with a share of that Member Nonrecourse Debt Minimum Gain (determined under Regulation Section 1.704-2(i)(5)) as of the beginning of the Fiscal Year shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, succeeding Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain, computed in accordance with Regulation Section 1.704-2(i)(4). Allocations of gross income and gain pursuant to this Subsection shall be made first from gain recognized from the disposition of Company assets subject to Member Nonrecourse Debt to the extent of the Member Minimum Gain attributable to those assets and, thereafter, from a pro rata portion of the Company's other items of income and gain for the Fiscal Year. It is the intent of the parties hereto that any allocation pursuant to this Subsection shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(i)(4).

2.5.3. *Qualified Income Offset.* If a Member unexpectedly receives an adjustment, allocation, or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), then to the extent required under Regulations Section 1.704-1(b)(2)(d), such Member shall be allocated items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain for that Fiscal Year) before any other allocation is made of Company items for that Fiscal Year, in the amount and in proportions required to eliminate the Member's Adjusted Capital Account Deficit as quickly as possible. This Subsection is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

2.5.4. *Nonrecourse Deductions.* Nonrecourse Deductions for a Fiscal Year or other period shall be allocated among the Members in proportion to their Percentage Interests.

2.5.5. *Member Nonrecourse Deductions.* Any Member Nonrecourse Deduction for any Fiscal Year or other period attributable to a Member Nonrecourse Liability shall be allocated to the Member who bears the risk of loss for the Member Nonrecourse Debt in accordance with Regulation Section 1.704-2(i).

2.5.6. *Regulatory Allocations.* The allocations contained in Section 2.5 are contained herein to comply with the Regulations under Section 704(b) of the Code. In allocating other items of Profit or Loss, the allocations contained in Section 2.5 shall be taken into account so that to the maximum extent

possible the net amount of Profit or Loss allocated to each Member will be equal to the amount that would have been allocated to each Member if the allocations contained in Section 2.4 had not been made.

2.6. *Varying Interests; Allocations in Respect to Transferred Interests.* Profits, Losses, and other items shall be calculated on a monthly, daily, or other basis permitted under Code Section 706 and the Regulations. If any Interest is sold, assigned, or transferred in compliance with the provisions of this Agreement, profits, losses, each item thereof, and all other items attributable to such Interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Company.

2.7. *Tax Matters Partner.* The Managers shall be the Company's tax matters partner ("Tax Matters Partner") unless the Members designate a different Person to serve in this capacity. The Tax Matters Partner shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. The Company shall be responsible for any costs incurred by any Member with respect to a tax audit or tax-related administrative or judicial proceeding against the Member. The Tax Matters Partner shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

2.8. *Returns and Other Elections.* The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business.

2.9. *Annual Accounting Period.* The annual accounting period of the Company shall be its Fiscal Year. The Company's Fiscal Year shall be selected by the Managers, subject to the requirements and limitations of the Code.

2.10. *Knowledge.* The Members acknowledge that they understand the economic and income tax consequences of the allocations and distributions under this Agreement and agree to be bound by the provisions of this **Exhibit B** in reporting their taxable income and loss from the Company.

2.11. *Amendment.* The Managers is hereby authorized, upon the advice of the Company's tax counsel, to amend this **Exhibit B** to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect the distributions to an Member without the Member's prior written consent.

## EXHIBIT C

### Formula For Determining an Appraiser to Determine the Purchase Price Of A Transferring Holder's Interest Pursuant To Section VII

When required pursuant to Section VII of this Agreement, the value of an Interest will be determined by a valuation professional accredited in business valuation by the AICPA or American Society of Appraisers ("Appraiser"). Such Appraiser shall be jointly selected by the Company and the Transferring Holder within fifteen (15) days after Manager's and the other Members' actual knowledge of the Transferring Holder's Transfer. The cost of the Appraiser shall be borne equally by the Company and the Transferring Holder. If a mutually satisfactory Appraiser cannot be selected, then the Company and the Transferring Holder each shall select and pay for its own Appraiser and the two Appraisers shall attempt to reconcile their valuations to arrive at a single valuation. If they are unable to do so, they shall jointly select a third Appraiser to value the Transferring Holder's Interest. The cost of the third Appraiser shall be borne equally by the Company and the Transferring Holder. The three Appraisers shall attempt to reconcile their valuations to arrive at a single valuation. If they are unable to do so, then the middle of the three appraisals shall be used as the valuation. The standard of value shall be fair market value.

If applicable, each party shall appoint its Appraiser within seven (7) days after the parties determine they cannot agree on a single Appraiser. The two Appraisers appointed shall select a third Appraiser within seven (7) days after they determine they cannot agree on a single valuation. The Appraisers shall be instructed to provide their valuations within thirty (30) days after their appointment.

## LETTER OF INTENT TO LEASE

November 3, 2025

Landlord: Joseph Daniel Utrup  
21635 Renault Street  
Kasilof, Alaska 99610

Tenant: Smooth Like Butter, LLC  
Attn: John Skurkey and Jacquelyn Skurkey  
("Tenant")

Premises: 21635 Renault Street, Kasilof, Alaska 99610

### 1. Purpose

This Letter of Intent ("LOI") outlines the general terms and conditions under which the Tenant intends to lease, and the Landlord intends to lease to Tenant, the real property located at 21635 Renault Street, Kasilof, Alaska 99610 (the "Property") for purposes related to the lawful cultivation and concentrate manufacturing of marijuana under Alaska state law and the regulations of the Alcohol and Marijuana Control Office ("AMCO")

This LOI is intended as a statement of intent and shall form the basis for the preparation of a formal lease agreement.

### 2. Term

The lease term shall commence upon execution of the formal lease agreement and shall continue until the earlier of:

- a. The effective date of the license transfer of Marijuana License #32350 by AMCO to Smooth Like Butter, LLC or its authorized designee; or
- b. The closing of the purchase and sale transaction transferring ownership of the Property from Joseph Daniel Utrup to Smooth Like Butter, LLC or its entity officials, John and Jacquelyn Skurkey.

Upon either of these events, this letter of intent shall automatically terminate without further action by either party.

### **3. Use of Premises**

The Premises shall be used exclusively for lawful marijuana-related business activities permitted under Alaska Statutes Title 17 and 3 AAC 306, and for other uses directly incidental thereto. The Tenant shall comply with all applicable state and local laws, AMCO regulations, and local governing requirements related to licensed marijuana operations.

### **4. Rent and Payments**

The rent amount, payment schedule, and any other financial terms shall be negotiated in good faith and memorialized in the final lease agreement. Pending finalization, any occupancy or use of the Premises shall be at a mutually agreed interim rate or consideration.

### **5. Maintenance and Utilities**

Tenant shall be responsible for maintaining the Property in good order during the term, ordinary wear and tear excepted. Utilities and operating costs shall be borne by the Tenant unless otherwise provided in the final lease agreement.

### **6. Good Faith and Exclusivity**

Both parties agree to negotiate in good faith to prepare and execute a mutually acceptable lease agreement reflecting the terms herein. During this negotiation period, the Landlord agrees not to lease or sell the Property to any other party without the written consent of the Tenant.

### **7. Binding and Non-Binding Provisions**

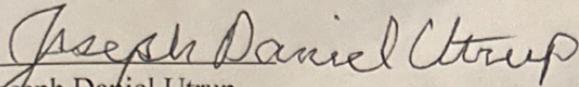
Except for this section and any confidentiality or exclusivity obligations, this LOI is non-binding and serves only to outline the parties' mutual intent to enter into a lease. Binding obligations shall arise only upon execution of a formal lease agreement.

### **8. Governing Law**

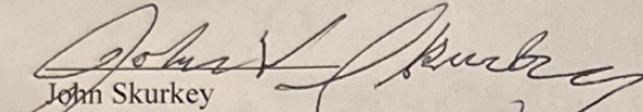
This Letter of Intent and any subsequent lease shall be governed by and construed in accordance with the laws of the State of Alaska.

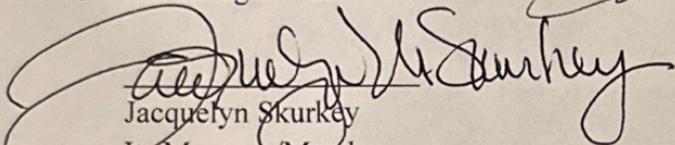
*Signature page to follow:*

Landlord:

  
Joseph Daniel Utrup

Tenant: Smooth Like Butter, LLC

  
John Skurkey  
Its Manager/Member

  
Jacquelyn Skurkey  
Its Manager/Member