



August 2, 2017

Kenai Peninsula Borough
Attn: John Blankenship
VIA Email: jblankenship@kpb.us
CC: micheleturner@kpb.us; kring@kpb.us

License Number:	12783
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Homer Budz, LLC
Doing Business As:	HOMER BUDZ, LLC
Physical Address:	67835 Virginia Ave Homer, AK 99603
Designated Licensee:	Florence D Moore
Phone Number:	520-235-2109
Email Address:	fdmoore38@gmail.com

New Application **Transfer of Ownership Application** **Onsite Consumption Endorsement**

AMCO has received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.010, 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 July 12-14, 2017 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

Alaska Business License # 1051679

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

HOMER BUDZ, LLC

67835 VIRGINIA AVE HOMER AK 99603

owned by

HOMER BUDZ, LLC

is licensed by the department to conduct business for the period

March 30, 2017 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick

Alaska Entity #10054584

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

Homer Budz, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **March 23, 2017**.

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

Chris Hladick
Commissioner

**LIMITED LIABILITY
OPERATING AGREEMENT
OF
HOMER BUDZ, LLC**

a Alaska limited liability company

This is a general Operating Agreement that has been personalized for your company. Before signing this agreement, it should be reviewed and edited by the company's Members and/or attorney to meet your company's specific needs and to conform to any statutory changes.

OPERATING AGREEMENT
OF
HOMER BUDZ, LLC
a Alaska limited liability company

	<u>PAGE</u>
ARTICLE 1 <u>FORMATION OF THE COMPANY</u>	1
1.1 <u>FORMATION</u>	1
1.2 <u>NAME</u>	1
1.3 <u>REGISTERED OFFICE; REGISTERED AGENT; OFFICES</u>	1
1.4 <u>PURPOSES.</u>	1
1.5 <u>FOREIGN QUALIFICATION</u>	1
1.6 <u>TERM</u>	1
1.7 <u>NO STATE-LAW PARTNERSHIP</u>	1
ARTICLE 2 <u>UNITS / MEMBERS</u>	2
2.1 <u>UNITS</u>	2
2.2 <u>CERTIFICATE OF UNITS; SECURITIES</u>	2
2.3 <u>REPRESENTATIONS AND WARRANTIES</u>	3
2.4 <u>WITHDRAWAL</u>	4
2.5 <u>INFORMATION</u>	4
2.6 <u>LIABILITY TO THIRD PARTIES</u>	4
2.7 <u>EXPULSION</u>	4
2.8 <u>SPOUSES OF MEMBERS</u>	4
ARTICLE 3 <u>CAPITAL CONTRIBUTIONS AND LIABILITY OF MEMBERS</u>	5
3.1 <u>CAPITAL CONTRIBUTIONS</u>	5
3.2 <u>RETURN OF CONTRIBUTIONS</u>	5
3.3 <u>ADVANCES BY MEMBERS</u>	5
ARTICLE 4 <u>DISTRIBUTIONS AND ALLOCATIONS</u>	5
4.1 <u>DISTRIBUTIONS IN GENERAL</u>	5
4.2 <u>ALLOCATIONS</u>	5
4.3 <u>DISTINGUISHING BETWEEN CAPITAL GAINS AND ORDINARY INCOME</u>	5
4.4 <u>RELIANCE ON ADVICE OF ACCOUNTANTS AND ATTORNEYS</u>	5
4.5 <u>MEMBER ACKNOWLEDGMENT</u>	6
ARTICLE 5 <u>MANAGEMENT / GOVERNANCE / MEETINGS</u>	6
5.1 <u>MANAGEMENT BY MEMBERS</u>	6
5.2 <u>MEETINGS OF MEMBERS</u>	6
5.3 <u>PROVISIONS APPLICABLE TO ALL MEETINGS</u>	6
5.4 <u>OFFICERS</u>	7
5.5 <u>LIMITATIONS ON LIABILITY</u>	7
5.6 <u>CONFLICTS OF INTEREST / DEALINGS WITH MEMBERS AND AFFILIATES</u>	7
5.7 <u>INDEMNIFICATION</u>	7
ARTICLE 6 <u>TAXES</u>	7
6.1 <u>TAX RETURNS</u>	7

6.2	<u>TAX ELECTIONS</u>	8	
ARTICLE 7	<u>BOOKS, RECORDS, AND BANK ACCOUNTS</u>		8
7.1	<u>BOOKS AND RECORDS</u>	8	
7.2	<u>REPORTS</u>	8	
7.3	<u>ACCOUNTS</u>	8	
ARTICLE 8	<u>RESTRICTIONS ON TRANSFER / PREFERENTIAL PURCHASE RIGHT / PURCHASE OPTION</u>		8
8.1	<u>RESTRICTION ON TRANSFERS</u>	8	
8.2	<u>PREFERENTIAL PURCHASE RIGHT</u>	9	
8.3	<u>OBLIGATIONS OF PERMITTED TRANSFEREES</u>	10	
8.4	<u>DEATH OR BANKRUPTCY</u>	10	
8.5	<u>PROCEDURE FOR SPOUSE-RELATED BUYOUT EVENTS</u>	11	
8.6	<u>DISTRIBUTIONS AND APPLICATIONS IN RESPECT TO TRANSFERRED UNITS</u>	12	
8.7	<u>FAILURE TO COMPLY</u>	12	
ARTICLE 9	<u>WINDING UP AND TERMINATION</u>		12
9.1	<u>WINDING UP</u>	12	
9.2	<u>WINDING UP AND LIQUIDATION</u>	13	
9.3	<u>DISTRIBUTION OF ASSETS</u>	13	
9.4	<u>DISTRIBUTIONS IN KIND</u>	14	
9.5	<u>TERMINATION</u>	14	
ARTICLE 10	<u>AMENDMENT</u>		14
10.1	<u>AMENDMENTS TO THIS AGREEMENT</u>	14	
10.2	<u>OTHER AMENDMENTS TO THIS AGREEMENT</u>	14	
ARTICLE 11	<u>GENERAL PROVISIONS</u>		14
11.1	<u>OFFSET</u>	14	
11.2	<u>NOTICES</u>	15	
11.3	<u>ENTIRE AGREEMENT; SUPERSEDEDURE</u>	15	
11.4	<u>EFFECT OF WAIVER OR CONSENT</u>	15	
11.5	<u>BINDING EFFECT</u>	15	
11.6	<u>GOVERNING LAW; SEVERABILITY</u>	15	
11.7	<u>FURTHER ASSURANCES</u>	15	
11.8	<u>WAIVER OF CERTAIN RIGHTS</u>	16	
11.9	<u>NOTICE TO MEMBERS OF PROVISIONS OF THIS AGREEMENT</u>	16	
11.10	<u>NUMBERS AND GENDER</u>	16	
11.11	<u>COUNTERPARTS</u>	16	
11.12	<u>CONFIDENTIALITY</u>	16	

Exhibits

Exhibit A – Members

Exhibit B – Spouse’s Agreement

OPERATING AGREEMENT
OF
HOMER BUDZ, LLC
a Alaska limited liability company

This Limited Liability Operating Agreement of Homer Budz, LLC, effective as of March 20, 2017, is executed and agreed to, for good and valuable consideration, by the Members.

FORMATION OF THE COMPANY

FORMATION. The Company was formed as a limited liability company by the filing of its Certificate with the state of Alaska.

NAME. The name of the Company is Homer Budz, LLC and all Company business must be conducted in that name or such other names that may be selected by the Members and that comply with applicable law.

REGISTERED OFFICE; REGISTERED AGENT; OFFICES. The registered office and registered agent of the Company in the State of Alaska shall be as specified in the Certificate or as designated by the Members in the manner provided by applicable law. The offices of the Company shall be at such places as the Members may designate, which need not be in the State of Alaska.

PURPOSES. The purpose of the Company is to engage in the transaction of any and all lawful business, to promote any lawful purpose and to engage in any lawful act or activity for which limited liability companies may be organized and all activities related or incidental thereto.

FOREIGN QUALIFICATION. Prior to the Company's conducting business in any jurisdiction other than Alaska, the Members shall cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

TERM. The term of existence of the Company is perpetual from the date the Certificate became effective and shall continue in existence until earlier wound up and terminated in accordance with either this Agreement.

NO STATE-LAW PARTNERSHIP. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than applicable federal tax laws, and this Agreement may not be construed to suggest otherwise.

UNITS / MEMBERS

UNITS. As of the Effective Date, the Members of the Company, and their respective Units and Membership Interests in the Company, are set forth on the annexed Exhibit A.

CERTIFICATE OF UNITS; SECURITIES.

(a) Certificate. The Units may be represented by a certificate of membership as determined by the Members. The exact contents of a certificate of membership may be determined by action of the Members but certificates shall be issued substantially in conformity with the following requirements. The certificates of membership shall be respectively numbered serially, as they are issued and shall be signed by the officers of the Company designated by the Members. Each certificate of membership shall state the name of the Company, the fact that the Company is organized under the laws of the State of Alaska as a limited liability company, the name of the Person to whom the certificate is issued, the date of issuance, and the number, class and, if applicable, series of Units represented thereby. Each certificate of membership shall be otherwise in such form as may be determined by the Members. Such certificates shall bear the following restrictive legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE OF MEMBERSHIP HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT COVERING THE TRANSFER OF SUCH SECURITIES UNDER THE SECURITIES ACT, OR PURSUANT TO A TRANSACTION EXEMPT FROM SUCH REGISTRATION REQUIREMENTS (ACCOMPANIED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH SECURITIES ACT).

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN AGREEMENT BY AND AMONG THE COMPANY AND THE HOLDERS OF CERTIFICATES OF MEMBERSHIP OF THE LIMITED LIABILITY COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE COMPANY.

(b) Cancellation of Certificate. Except as herein provided with respect to lost, stolen, or destroyed certificates, no new certificates of membership shall be issued in lieu of previously issued certificates of membership until former certificates for a like number of Units shall have been surrendered and cancelled. All certificates of membership surrendered to the Company for transfer shall be cancelled.

(c) Replacement of Lost, Stolen or Destroyed Certificate. Any Member claiming that its certificate of membership is lost, stolen, or destroyed may make an affidavit or affirmation of that fact and request a new certificate. Upon the giving of a

satisfactory indemnity to the Company as reasonably required by the Members, a new certificate may be issued of the same tenor and representing the same number of Units as was represented by the certificate alleged to be lost, stolen, or destroyed.

(d) Registration of Transfer. To the extent permitted by this Agreement, Units shall be transferable upon the books of the Company by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Company by delivery thereof to the person in charge of the Unit transfer book and ledger. Such certificates shall be cancelled and new certificates shall thereupon be issued. A record shall be made of each transfer. Whenever any transfer of Units shall be made for collateral security, and not absolutely (to the extent permitted under this Agreement), it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Company to do so. The Members shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for Units of the Company.

REPRESENTATIONS AND WARRANTIES. Each Member hereby represents and warrants to the Company and each other Members as follows:

(a) the Member has duly executed and delivered this Agreement, and it constitutes the legal, valid and binding obligation of that Member enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity regardless of whether considered at law or in equity);

(b) the Member's authorization, execution, delivery, and performance of this Agreement does not and will not conflict with, or result in a breach, default, or violation of, (y) any contract or agreement to which that Member is a party or is otherwise subject, or (z) any law, order, judgment, decree, writ, injunction, or arbitral award to which that Member is subject; or require any consent, approval, or authorization from, filing or registration with, or notice, any Governmental Authority or other Person, unless such requirement has already been satisfied;

(c) the Member is familiar with the existing or proposed business, financial condition, properties, operations, and prospects of the Company; he has asked such questions, and conducted such due diligence, concerning such matters and concerning its acquisition of the Units as he has desired to ask and conduct, and all such questions have been answered to his full satisfaction; he has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Company; he understands that owning the Units involves various risks, including the restrictions on Transfer set forth in Article 8, the lack of any public market for the Units, the risk of owning his Units for an indefinite period of time and the risk of losing his entire investment in the Company; he is able to bear the economic risk of such investment; he is acquiring his Units for investment, solely for his own beneficial account

and not with a view to or any present intention of directly or indirectly selling, offering, offering to sell or transfer, participating in any distribution, or otherwise Transferring all or a portion of his Units; and he acknowledges that the Units have not been registered under the Securities Act or any other applicable federal or state securities laws, and that the Company has no intention, and shall not have any obligation, to register or to obtain exemption from registration for the Units or to take action so as to permit sales pursuant to the Securities Act.

WITHDRAWAL. A Member may not withdraw from the Company.

INFORMATION.

(a) In addition to the other rights specifically set forth in this Agreement, each Member is entitled to all information to which that Member is entitled to have access. The Members agree, however, that a Majority of the Members may determine, due to contractual obligations, business concerns, or other considerations, that certain information regarding the business, affairs, properties, and financial condition of the Company should be kept confidential and not provided to some or all other Members, and that it is not just or reasonable for those Members to examine or copy that information.

(b) Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

LIABILITY TO THIRD PARTIES. No Member shall be liable for the debts, obligations, or liabilities of the Company, including under a judgment decree or order of a court.

EXPULSION. A Member may not be expelled from the Company.

SPOUSES OF MEMBERS. Spouses of Members do not become Members as a result of such marital relationship. Each spouse of a Member shall sign a Consent of Spouse form, substantially in the form of Exhibit B, agreeing to be bound by the terms hereof including, without limitation, the term providing that ownership by a spouse is not permitted.

CAPITAL CONTRIBUTIONS AND LIABILITY OF MEMBERS

CAPITAL CONTRIBUTIONS. The Initial Capital Contributions of each of the Members as of the date hereof are set forth on the annexed Exhibit A.

RETURN OF CONTRIBUTIONS. Except as otherwise provided in this Agreement, no Member shall demand or receive a return of its Capital Contribution or withdraw from the Company without the consent of all Members. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to receive property other than cash except as may be specifically provided herein. No Member shall receive any interest, salary, or drawing with

respect to its Capital Contribution or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise provided in this Agreement.

ADVANCES BY MEMBERS. If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the consent of the Company may advance all or part of the needed funds to or on behalf of the Company, at such interest rate and on such other terms as such Member and the Company may agree. An advance described in this Section 4.4 constitutes a loan from the Member to the Company and is not a Capital Contribution.

DISTRIBUTIONS AND ALLOCATIONS

DISTRIBUTIONS IN GENERAL. At such time as determined by a Majority of the Members, but in no event no less often than annually on or before the sixtieth (60th) day after the end of each Fiscal Year, a Majority of the Members shall determine the extent, if any, of Distributable Cash. If a Majority of the Members determine that Distributable Cash exists for each Fiscal Year (or such shorter period for which the distribution is made), the Company may distribute to the Members, pro rata, in proportion to their respective Units, all or a portion of the Distributable Cash.

ALLOCATIONS OF PROFITS AND LOSSES. Profits and Losses of the Company shall be allocated among the Members pro rata, in proportion to their respective Units.

DISTINGUISHING BETWEEN CAPITAL GAINS AND ORDINARY INCOME. The definition of Profits includes any type of income, whether ordinary or capital, and Losses includes both ordinary and capital losses.

RELIANCE ON ADVICE OF ACCOUNTANTS AND ATTORNEYS. The Members will have no liability to the Company if the Member rely upon the opinion of tax counsel or accountants retained by the Company with respect to all matters (including disputes) relating to computations and determinations required to be made under this Article 4 or other provisions of this Agreement.

MEMBER ACKNOWLEDGMENT. The Members agree to be bound by the provisions of this Article 4 in reporting their shares of Company income and loss for income-tax purposes.

MANAGEMENT / GOVERNANCE / MEETINGS

(a) MANAGEMENT BY MEMBERS. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members. Each Member shall devote such time to the affairs of the Company as is reasonably necessary for performance by the Member of his duties.

(b) In managing the business and affairs of the Company and exercising its powers, the Members shall act (i) collectively through resolutions adopted at meetings and in written consents pursuant to Section 5.2 and Section 5.3; and (ii) through committees and individual Members to which authorities and duties have been delegated pursuant to Section 5.2. Decisions or actions taken by the Members in accordance with this Agreement (including this Section 5.1 and Section 5.2 shall constitute decisions or actions by the Company and shall be binding on each Member, Officer (as defined in Section 5.4), and employee of the Company.

MEETINGS OF MEMBERS. Special meetings of the Members may be called by Members having among them at least ten percent (10%) of the Units of all Members. Any such meeting shall be held on such date and at such time as the Person calling such meeting shall specify in the notice of the meeting, which shall be delivered to each Member at least ten (10) days, but not more than thirty (30) days prior to such meeting. Only business within the purpose or purposes described in the notice (or waiver thereof) for such meeting may be conducted at such meeting. Unless otherwise expressly provided in this Agreement, at any meeting of the Members, a Majority of the Members, represented either in person or by proxy, shall constitute a quorum for the transaction of business, and an act of a Majority of the Members shall be the act of the Members.

PROVISIONS APPLICABLE TO ALL MEETINGS. In connection with any meeting of the Members, the following provisions shall apply:

(a) Any such meeting shall be held at the principal place of business of the Company, unless the notice of such meeting specifies a different place.

(b) Attendance of a Person at such meeting (including pursuant to Section 5.3(e)) shall constitute a waiver of notice of such meeting, except where such Person attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) A Person may vote at such meeting by a written proxy executed by that Person and delivered to another Member, as applicable. A proxy shall be revocable unless it is stated to be irrevocable.

(d) Any action required or permitted to be taken at such a meeting may be taken without a meeting, without prior notice, and without a vote if a consent or consents

in writing, setting forth the action so taken, is signed by the Members, or having not fewer than the minimum number of Units or votes that would be necessary to take the action at a meeting at which all Members entitled to vote on the action were present and voted.

(e) Members may participate in and hold such meeting by means of conference telephone, video conference, or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

OFFICERS. The Members may designate one or more Persons to be officers of the Company), and any Officers so designated shall have such title, authorities, duties, and salaries as the Members may delegate to them. Any Officer may be removed as such, either with or without cause, by the Members.

LIMITATIONS ON LIABILITY The liability of the Members shall be limited to the greatest extent allowed by law.

CONFLICTS OF INTEREST / DEALINGS WITH MEMBERS AND AFFILIATES. Unless otherwise bound, the Members, and any of their Affiliates may engage in and possess interests in other ventures of any and every type and description, independently or with others, excluding ones in competition with the Company, with no obligation to offer to the Company or any other Member or Officer the right to participate therein. The Company may transact business with any Member, Officer, or Affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

INDEMNIFICATION. **THE COMPANY SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS EACH MEMBER AND OFFICER FROM AND AGAINST ALL ACTIONS, SUITS OR PROCEEDINGS, AND ALL OTHER CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, AWARDS, PENALTIES, FINES, SETTLEMENTS, COSTS AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES), ARISING OUT OF THE MANAGEMENT OF THE COMPANY OR SUCH MEMBERS SERVICE OR STATUS AS A MEMBER OR SUCH OFFICER'S SERVICE OR STATUS AS AN OFFICER. THIS INDEMNITY SHALL APPLY TO MATTERS THAT ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY BY SUCH MEMBER OR OFFICER; PROVIDED, HOWEVER, THAT THIS INDEMNITY SHALL NOT APPLY TO MATTERS ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT BY SUCH MEMBER OR OFFICER.**

TAXES

TAX RETURNS. The Company shall prepare and timely file all federal, state, and local tax returns required to be filed by the Company. Each Member shall furnish to the Company all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall deliver a copy of each such return to the Members on or before ten (10) days prior to the due date of any such return, together with such additional information as may be required by the Members in order for the Members to file their individual returns reflecting the Company's operations. The

Company shall bear the costs of the preparation and filing of its returns.

TAX ELECTIONS. The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Company's fiscal year;
- (b) to adopt the method of accounting recommended by the Company's accountant
- (c) any other election the Members may deem appropriate and in the best interests of the Members.

BOOKS, RECORDS, AND BANK ACCOUNTS

BOOKS AND RECORDS. The Members shall keep or cause to be kept at the principal office of the Company complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business, and minutes of the proceedings of its Members. The books and records shall be maintained with respect to accounting matters in accordance with sound accounting practices, and the books and records shall be available at the Company's principal office for examination, subject to Section 2.5, for any purpose reasonably related to a Member's Interest in the Company, by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

REPORTS. Within one hundred twenty (120) days after the end of each taxable year, the Members shall cause to be sent to each Member at the end of the taxable year a complete accounting of the financial affairs of the Company for the taxable year then ended.

ACCOUNTS. The Members shall establish one or more separate bank and investment accounts and arrangements for the Company, which shall be maintained in the Company's name with financial institutions and firms that the Members determine. The Members may not commingle the Company's funds with the funds of any Manager or Member.

RESTRICTIONS ON TRANSFER / PREFERENTIAL PURCHASE RIGHT / PURCHASE OPTION

RESTRICTION ON TRANSFERS. No Member may Transfer all or any portion of his Units except in strict accordance with this Article 8. Any Units transferred in contravention of this Article shall be void of all voting, inspection and other rights with respect to the pledgee/transferee and any such Transfer shall be null and void *ab initio* and shall be subject to purchase by the Company. Any transferor must sign a counterpart to this Agreement agreeing to be bound by all terms hereof prior to such transfer being deemed effective. Each Member specifically acknowledges that a breach of this Article 8 would cause the Company and the Members to suffer immediate and irreparable harm, which could not be remedied by the payment

of money. In the event of a breach or threatened breach by a Member of the provisions of this Article 8, the Company or other Members shall be entitled to injunctive relief to prevent or end such breach, without the requirement to post bond. Nothing herein shall be construed to prevent the Company or other Members from pursuing any other remedies available to it for such breach or such threatened breach, including the recovery of damages, reasonable attorneys' fees and expenses.

PREFERENTIAL PURCHASE RIGHT.

(a) If a Member desires to Transfer all or any portion of its Membership Interest, it must first offer the Company and the other Members the right to purchase such Membership Interest (or portion thereof, as applicable), in accordance with Section 8.2(b); provided, however, that compliance with Section 8.2(b) shall not be required in the case of the following dispositions:

(i) Transfers arising as a result of the Bankruptcy or death of a Member, both of which are governed by Section 8.4; and

(ii) Transfers arising as a result of the occurrence of a divorce of a Member or the death of the spouse of a Member, which are governed by Section 8.5.

(b) Should any Member at any time desire to Transfer all or a portion of its Membership Interest pursuant to a bona fide offer from another Person, such Member shall promptly give notice thereof to the Company and the other Members. The Transfer Notice shall set forth all relevant information with respect to the proposed Transfer, including but not limited to the name and address of the prospective acquirer, the consideration to be received for the proposed Transfer, the precise Membership Interest that is the subject of the Transfer, the proposed closing date for the Transfer, and any other terms and conditions of the proposed Transfer. The Company first, and then the other Members, second, shall have the preferential right to acquire all or a portion of such Membership Interest for the same purchase price, and on the same terms and conditions, as are set forth in the Transfer Notice, except as provided otherwise in this Section 8.2(b). The Company shall have thirty (30) days following its receipt of the Transfer Notice in which to notify the Transferring Member and the other Members whether the Company desires to exercise its preferential right, and if so, with respect to what portion of the offered Interest. If the Company does not exercise its right to purchase all or a portion of the offered Membership Interest, then the Members (other than the Transferring Member) shall have sixty (60) days following its receipt of the Transfer Notice in which to notify the Transferring Member and the Company whether such Member desires to exercise its preferential right, and if so, with respect to what portion of the offered Interest. If the Company or any Member does not respond during the applicable period, then the Company or the Member that failed to respond shall be deemed to have waived such right. If there is more than one Purchasing Member, each Purchasing Member shall participate in the purchase in the same proportion that its Membership Interest bears to

the aggregate Membership Interests of all Purchasing Members (or on such other basis as the Purchasing Members may mutually agree).

OBLIGATIONS OF PERMITTED TRANSFEREES. In the case of any Transfer of Units made in accordance with Section 8.2, the transferee shall execute and deliver an appropriate instrument agreeing to be bound by this Agreement as a Member and such additional agreements or instruments as the Company may require. Any permitted transferee of Units shall receive and hold such Units subject to this Agreement and all of the restrictions, obligations and rights created hereunder, and the Members and each transferee shall be bound by their obligations under this Agreement with respect to each subsequent transferee.

DEATH OR BANKRUPTCY. If a Member dies or suffers a Bankruptcy, the Company shall have the option to acquire the Units of the Deceased Member or the Bankrupt Member, by notifying the estate of the Deceased Member or the Bankrupt Member in writing of such exercise. The Company may exercise the purchase option at any time following the death or Bankruptcy of the Member. The purchase price for the Units being purchased pursuant to this Section 8.4 shall be the Fair Market Value of the Units owned by the Deceased Member of the Bankrupt Member. Such amount shall be payable in the form of a lump sum payment of cash due and payable within thirty (30) days of the later to occur of the qualification of a Member's personal representative or the payment to the Company of the Insurance Benefit. If an option to purchase is exercised in accordance with the other provisions of this Section 8.4, the closing of such purchase shall occur at the principal place of business of the Company on the thirtieth (30th) day after the determination of the Purchase Price, unless the parties to such closing agree upon a different place or date. At the closing, the estate of the Deceased Member or the Bankrupt Member shall execute and deliver to the Company an assignment of the Units, in form and substance reasonably acceptable to the Company, containing a general warranty of title as to such Units (including that such Units are free and clear of any encumbrances), and any other instruments reasonably requested by the Company to give effect to the purchase; and the Company shall deliver to the estate of the Deceased Member or the Bankrupt Member the portion of the Purchase Price required to be paid at the closing, in immediately available funds, and one or more unsecured promissory notes reflecting the payment terms established in this Section. The Units of the Members shall be deemed adjusted to reflect the effect of the purchase. If a Member dies or suffers a Bankruptcy, the Units held by the estate of the Deceased Member or the Bankrupt Member shall immediately be converted to a non-voting Units. Until such time as the Company exercises its purchases option under this Section, the estate of the Deceased Member may Transfer the Units held by the Deceased Member.

PROCEDURE FOR SPOUSE-RELATED BUYOUT EVENTS. If a divorce of a Member or the death of a Member's spouse shall occur and the Member does not retain the entirety of his Membership Interest, the Member affected by such divorce or death shall promptly give notice thereof to the Company and the other Members. The Affected Member shall have the option to acquire such Spouse's Fraction, by notifying the Affected Member's spouse or former spouse (or his or her representative) of such exercise within sixty (60) days following the occurrence of the entry of a final decree of divorce or the death of a Member's spouse. If the Affected Member does not exercise his or her right, then the Company first and then the other Members, second, shall have

the option to acquire such Spouse's Fraction. The Company shall have thirty (30) days following its receipt of the notice in which to notify the Affected Member's spouse or former spouse (or his or her representative) and the other Members whether the Company desires to exercise its option and if so, with respect to what portion of the Spouse's Fraction. If the Company does not exercise its right to purchase all or a portion of the Spouse's Fraction, then the Members (other than the Affected Members) shall have sixty (60) days following receipt of the notice in which to notify the former spouse (or his or her representative) and the Company whether such Member desires to exercise its option, and if so with respect to what portion of the Spouse's Fraction. Any Member that does not respond during the applicable period shall be deemed to have waived his right. If more than one Member exercises his right, each exercising Member shall participate in the purchase in the same proportion that his Units bear to the aggregate Units of all exercising Members (or on such other basis as the exercising Members may mutually agree). For purposes of this Agreement, a Spouse's Fraction means that portion (if any) of a Member's Units that such Member's spouse, such Member's former spouse, such Member's spouse's estate, or such Member's former spouse's estate is determined to own by a court of competent jurisdiction or, in the absence of a judicial determination, by a written agreement between the Member and such spouse, such spouse's estate, such former spouse, or such former spouse's estate. The Person that is required to sell his or her Spouse's Fraction pursuant to this Section 8.5 is referred to herein as the "Seller," and the Person(s) that exercise a right to purchase the Spouse's Fraction pursuant to this Section 8.5 are referred to herein as the "Buyer(s)." The purchase price for the Units or a Spouse's Fraction being purchased pursuant to this Section 8.5 shall be the Fair Market Value of the Spouse's Fraction. Such amount shall be payable in three (3) equal annual installments, the first of such installment being due and payable within thirty (30) days of the determination of the Purchase Price. If an option to purchase is exercised in accordance with the other provisions of this Section 8.5, the closing of such purchase shall occur at the principal place of business of the Company on the thirtieth (30th) day after the determination of the Purchase Price, unless the parties to such closing agree upon a different place or date. At the closing, the Seller shall execute and deliver to the Buyer(s) an assignment of the Spouse's Fraction, in form and substance reasonably acceptable to the Buyer(s), containing a general warranty of title as to such Spouse's Fraction (including that such Unit or Spouse's Fraction is free and clear of any encumbrances), and any other instruments reasonably requested by the Buyer(s) to give effect to the purchase; and the Buyer(s) shall deliver to the Seller the portion of the Purchase Price required to be paid at the Closing, in immediately available funds, and one or more unsecured promissory notes reflecting the payment terms established in this Section. The Membership Interests of the Members shall be deemed adjusted to reflect the effect of the purchase.

DISTRIBUTIONS AND APPLICATIONS IN RESPECT TO TRANSFERRED UNITS. If any Unit is Transferred during any Fiscal Year in compliance with the provisions of this Article 9, Profits, Losses, each item thereof, and all other items attributable to the Interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Interests during such Fiscal Year in accordance with the CODE, using any conventions permitted by law and selected by the Company. 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 such allocations and distributions, the

Company shall recognize such Transfer not later than the end of the calendar month during which it is given notice of such Transfer; provided, however, if the Company is given notice of a Transfer at least ten (10) Business Days prior to the Transfer, the Company shall recognize such Transfer as the date of such Transfer and provided further that if the Company does not receive a notice stating the date such Interest was Transferred and such other information as the Managers may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all such items shall be allocated and all distributions shall be made to the Person who, according to the books and records of the Company, was the owner of the Interest on the last day of the Fiscal Year during which the Transfer occurs. Neither the Company nor the Members shall incur any liability for making allocations and distributions in accordance with the provisions of this Section, whether or not the Members or the Company has knowledge of any Transfer of ownership of any Interest.

FAILURE TO COMPLY. Any purported Transfer consummated without first complying with this Article 8 shall be null and void and of no effect whatsoever.

WINDING UP AND TERMINATION

WINDING UP.

- (a) Winding up of the Company is required upon the first of the following to occur:
- (i) The expiration of the Company's period of duration if not perpetual;
 - (ii) Upon the affirmative vote of a Majority of the Members to wind up the Company;
 - (iii) the consummation of an Fundamental Business Transaction; provided, however, that the consummation of the Fundamental Business Transaction shall not be deemed to be a liquidation, dissolution, or winding up of the Company for purposes of this Section 9.1 if within thirty (30) days after delivery of written notice of such Fundamental Business Transaction by the Company to the holders of voting Units, a Majority of the Members provide written notice to the Company that such Fundamental Business Transaction shall not be deemed a liquidation, dissolution, or winding up of the Company for purposes of this Section 9.1, or
 - (iv) The entry of a decree by a court of competent jurisdiction requiring the winding up of the Company.

(b) If an event described in subparagraph (i) of Section 9.1(a) shall occur and there shall be at least one Member remaining, the Company shall not be wound up, and the business of the Company shall be continued, if a Majority of the Members so agree within ninety (90) days of the occurrence of such event.

(c) Upon the occurrence of an event requiring the winding up of the Company, the business and affairs of the Company shall cease except to the extent necessary to wind up the Company's business, and the assets of the Company shall be liquidated under this Article 9.

(d) Winding up of the Company shall be effective as of the day on which the event occurs giving rise to the winding up, but the Company shall not terminate until the winding up process has been completed.

(e) During the winding up of the Company, the Members may cause any part or all of the assets of the Company to be sold in such manner as the Members shall determine in an effort to obtain the best prices for such assets; provided, however, that the Members may distribute assets of the Company in kind to the Members to the extent practicable.

WINDING UP AND LIQUIDATION. On the occurrence of an event described in Section 9.1(a), unless an election is made to continue the business of the Company pursuant to Section 9.1(b), the Members shall act as liquidator or may appoint one Member as liquidator. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Members. The costs of winding up shall be borne as a Company expense.

DISTRIBUTION OF ASSETS. In settling accounts during winding up, the assets of the Company shall be paid in the following order:

(a) First, to creditors, in the order of priority as provided by law, except those to Members of the Company on account of their Capital Contributions;

(b) Second, to fund reserves for liability not then due and owing and for contingent liabilities to the extent they were determined reasonable by the Members, provided that, upon the expiration of such period of time as the Members deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner below;

(c) Third, any remainder shall be distributed to the Members of the Company, pro rata, in accordance with their respective Units.

DISTRIBUTIONS IN KIND. If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if such property had been sold for cash and the net proceeds thereof distributed to the Members.

TERMINATION. When the winding up process has been completed, a Certificate of Termination shall be executed on behalf of the Company by a Member and shall be filed with the Secretary of State of Alaska, and the Members shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the termination of the Company.

AMENDMENT

AMENDMENTS TO THIS AGREEMENT. Except as provided in Section 10.2, no alterations, modifications, amendments or changes herein shall be effective or binding upon the parties hereto unless the same shall have been agreed to by a vote of a Majority of the Members. Any amendments to this Agreement that would have the effect, directly or indirectly, separately or cumulatively, of reducing the benefits to, or increasing the obligations or liabilities of the Members and any amendment to this Article 10 shall require additionally the express written consent of the Company and the affected Member. A Member who fails to respond within fifteen (15) days of a notice of a proposed amendment shall be deemed to have voted in favor of it.

OTHER AMENDMENTS TO THIS AGREEMENT. In addition to any amendments otherwise authorized herein, this Agreement may be amended from time to time by the Members to (i) cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; (ii) admit any additional Members or reflect any change in address or Membership Interest of a Member; and (iii) modify the provisions of this Agreement, if in the opinion of counsel to the Company and the Members such modification is necessary to cause the allocations contained therein to have substantial economic effect.

GENERAL PROVISIONS

OFFSET. Whenever the Company is to pay any sum to a Member, any amounts that the Member owes the Company may be deducted from that sum before payment.

NOTICES. Except as expressly set forth to the contrary in this Agreement, all notices, requests, approvals or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, or by delivering that writing to the recipient in person, by courier or by facsimile transmission or by email; and a notice request or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law or by this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of that notice.

ENTIRE AGREEMENT; SUPERSEDEURE. This Agreement constitutes the entire agreement of the

Members relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of his or its rights with respect to that default until the applicable statute of limitations period has run.

BINDING EFFECT. Subject to the restrictions on Transfer set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective legal representatives, successors and permitted assigns.

GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed in accordance with the law of the State of Alaska, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. Venue for any action arising under or in connection with this agreement shall lie exclusively in Alaska.

FURTHER ASSURANCES. Each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effect and perform the provisions of this Agreement and those transactions.

WAIVER OF CERTAIN RIGHTS. Each Member irrevocably waives any right it may have to maintain any action for the winding up and termination of the Company or for partition of the property of the Company.

NOTICE TO MEMBERS OF PROVISIONS OF THIS AGREEMENT. By executing this Agreement, each Member acknowledges that he has actual notice of all of the provisions of this Agreement, including, without limitation, the restrictions on the transfer of Units set forth in Article 8. Each Member hereby agrees that this Agreement constitutes adequate notice of all these provisions.

NUMBERS AND GENDER. Where the context so indicates, the masculine shall include feminine and neuter, and the neuter shall include the masculine and feminine, the singular shall include the plural.

COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

CONFIDENTIALITY. Except with the prior written consent of the Company and except as otherwise required by law, each Member shall, and shall cause each of its representatives to (a) hold in strict confidence all confidential, proprietary or other non-public information or trade secrets relating to the Company or its assets or operations (the “Confidential Information”), and (b) not release or disclose in any manner whatsoever to any other person any such Confidential Information; provided that (i) the foregoing provisions shall not apply to any disclosure, to the extent reasonably required, to those of such Member’s auditors, attorneys and other representatives who agree to be bound by the provisions of this Section 11.12 (ii) the foregoing provisions shall not apply where such Member or any of its representatives is compelled to disclose such Confidential Information, by judicial or administrative process or, in the reasonable opinion of its counsel, by other requirements of law (provided that prior written notice of such disclosure is given to the Company and any such disclosure is limited to only that portion of the Confidential Information which such person is compelled to disclose), (iii) the term “Confidential Information” shall not include information (A) which is or becomes generally available to the public other than as a result of disclosure of such information by such Member or any of its representatives, (B) becomes available to the recipient of such information on a non-confidential basis from a source which is not, to the recipient’s knowledge, bound by a confidentiality or other similar agreement, or by any other legal, contractual or fiduciary obligation which prohibits disclosure of such information to the other parties hereto, or (C) which can be demonstrated to have been developed independently by the representatives of such recipient which representatives have not had any access to any information which would otherwise be deemed to be “Confidential Information” pursuant to the provisions of this Section 11.12, and (iv) each of the Members acknowledges and agrees that any information the Members may receive from the Company in its reports to Members is confidential, proprietary and non-public in nature.

EXHIBIT A

MEMBERS
(as of the Effective Date)

<u>Name and Address</u>	<u>Number of Units</u>	<u>Interest</u>
Robert J MOORE 67835 Virginia Ave, Homer		50%
Florence D Moore 67835 Virginia Ave, Homer		50%
Total	1,000	100.0%

EXHIBIT B

SPOUSE'S AGREEMENT

I acknowledge that I have read the Limited Liability Company Agreement of Homer Budz, LLC and that I understand its contents. I am aware that the Agreement contains provisions whereby my spouse agrees to sell all of his / her Units / Membership Interest, of any form, in the Company, including, if any, our community interest in the Units / Membership Interest, upon the occurrence of certain events, and that such Agreement also imposes restrictions on the transfer of such ownership interests in the Company. I hereby consent to any sale of my spouse's interest in the Company pursuant to the Agreement, approve of the provisions of the Agreement, and agree that our community property interest in the Units / Membership Interest, if any, is subject to the provisions of the Agreement and that I will take no action at any time to hinder operation of the Agreement in relation to the Units / Membership Interest. I further agree that the Units / Membership Interest will be the sole management community property of my spouse, and my spouse, without my consent, shall have the sole authority to control all or any portion of the Units / Membership Interest.

I am aware that the legal, financial and other matters contained in the Agreement are complex and I am free to seek advice with respect thereto from independent counsel. I have either sought such advice or determined after carefully reviewing the Agreement that I will waive such right.

Date: March 30 , 2017

Name of Member: Robert J. Moore

Name of Spouse: Florence D Moore

Signature of Spouse: Florence D Moore

EXHIBIT B

SPOUSE'S AGREEMENT

I acknowledge that I have read the Limited Liability Company Agreement of Homer Budz, LLC and that I understand its contents. I am aware that the Agreement contains provisions whereby my spouse agrees to sell all of his / her Units / Membership Interest, of any form, in the Company, including, if any, our community interest in the Units / Membership Interest, upon the occurrence of certain events, and that such Agreement also imposes restrictions on the transfer of such ownership interests in the Company. I hereby consent to any sale of my spouse's interest in the Company pursuant to the Agreement, approve of the provisions of the Agreement, and agree that our community property interest in the Units / Membership Interest, if any, is subject to the provisions of the Agreement and that I will take no action at any time to hinder operation of the Agreement in relation to the Units / Membership Interest. I further agree that the Units / Membership Interest will be the sole management community property of my spouse, and my spouse, without my consent, shall have the sole authority to control all or any portion of the Units / Membership Interest.

I am aware that the legal, financial and other matters contained in the Agreement are complex and I am free to seek advice with respect thereto from independent counsel. I have either sought such advice or determined after carefully reviewing the Agreement that I will waive such right.

Date: March 30 , 2017

Name of Member: Florence D. Moore

Name of Spouse: Robert J. Moore

Signature of Spouse: Robert J. Moore



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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 main 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:	Homer Budz, LLC	License Number:	12783		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Homer Budz, LLC				
Premises Address:	67835 Virginia Ave				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Florence D Moore				
Title:	owner				

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?



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.

Jm

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

Jm

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

Jm

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.

Jm

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.

Jm

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.

Jm

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).

Jm

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

Jm

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.

Jm

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.

Jm

I certify that all proposed licensees have been listed on my application with the Division of Corporations.

Jm

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.

Jm



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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

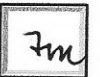
Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

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



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

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



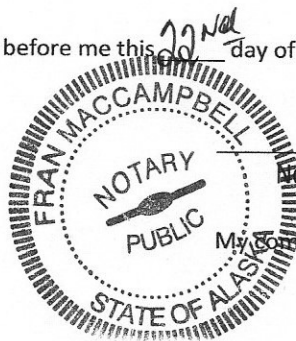
All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.

Florence D Moore
Signature of licensee

Florence D Moore
Printed name

Subscribed and sworn to before me this 22nd day of MAY, 2017.



[Signature]
Notary Public in and for the State of Alaska.

My Commission expires: 2-8-18



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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 main 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:	Homer Budz, LLC	License Number:	12783		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Homer Budz, LLC				
Premises Address:	67835 Virginia Ave				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Robert J Moore
Title:	owner

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?



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.

RM

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

RM

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

RM

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.

RM

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.

RM

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.

RM

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).

RM

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

RM

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.

RM

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.

RM

I certify that all proposed licensees have been listed on my application with the Division of Corporations.

RM

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.

RM



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 only the applicable statement:

Initials

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

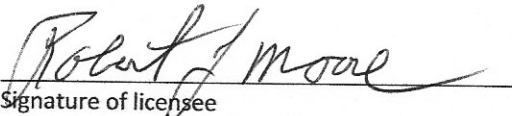
I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

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

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

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.



Signature of licensee

Robert J Moore

Printed name

Subscribed and sworn to before me this 22nd day of MAY, 2017.




Notary Public in and for the State of Alaska.

My commission expires: 2-8-18



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

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:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

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 Information

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

Licensee:	Homer Budz, LLC	License Number:	12783		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Homer Budz, LLC				
Premises Address:	67835 Virginia Ave				
City:	Homer	State:	ALASKA	ZIP:	99603

Mailing Address:	67835 Virginia Ave				
City:	Homer	State:	ALASKA	ZIP:	99603

Primary Contact:	Florence D Moore				
Main Phone:	520-235-2109	Cell Phone:	same		
Email:	homerbudz@gmail.com or fdmoore38@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

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

There are no public areas on this property, there will be "Private Property" and "No Trespassing" signs put up throughout the threshold of the property. Exterior doors have ANSI Grade 1 commercial locks, door alerts and will be monitored by surveillance cameras. The cultivation facility is on the same property as the owners, so there will be someone there most of the time.

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

Visitors will be limited to no more than 5 at a time. All doors will have a sign saying "Restricted Access, Visitors Must Be Escorted". All visitors must have a valid Government ID and be 21 years of age. All visitors will be logged in using a Log book by a Licensee or employee. The visitor will be issued a Visitors Badge and a licensee or employee will escort them for the duration of their visit



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

A log book will be maintained with name, date, time of entry, purpose of entry and exit time. This book will be maintained with all the other business documents for a minimum of the three preceding years and the current year.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:

Homer Budz
Visitor
Must be
Escorted
By Employee

Homer Budz
Photo
Florence Moore
Owner



Visitor

**Must be
Escorted
By Employee.**



Photo

*Florence Moore
Owner*



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

There will be flood lights installed on the exterior of the building to light 25 feet around the entrance points to the facility.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

An alarm system will be installed. There will be sensors for the doors. There are no windows. There will be an alarm on both the interior and exterior of the building. The alarm will have the capacity to auto call multiple numbers if it is triggered.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

The alarms will always be activated when not occupied. The owner or designated employee will have the security codes and will let the employees in to move about the property without setting off the alarm.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures for preventing diversion of marijuana or marijuana product:

Employees will keep their personal items in a separate building. All marijuana during growth, harvesting, drying, packaging and storage will be monitored by surveillance cameras. The METRC system will be used for tracking and a daily check of inventory.

Describe your policies and procedures for preventing loitering:

There will be "Private Property" and "No Trespassing" signs posted throughout the threshold of the property. There are few houses & no businesses near. If trespassers refuse after a verbal request to leave, law enforcement will be contacted for assistance.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

There will be video surveillance at all exterior doors and front of the facility, as there are no windows on the building. Motion detecting lights will also be at all exterior doors and front of the facility.

If activated, alarms and text will be sent to the owners iPhones, Ipads and computer. If an alarm is activated, the owner or employee will first check to see if it is an unauthorized person or persons. If unauthorized person the State Troopers and or Homer Police will be immediately notified by phone.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

The employee shall first ensure their own personal safety. Through an App on their personal cell phone and/or company tablet they should check the surveillance cameras to see if there is an immediate danger. If so, they will then call the local police to inform them. If any of the product has been tampered with or taken, it will immediately be documented through a Police report, the METRC system and communication with AMCO. The employee shall document all actions taken in an incident report that will be maintained with all other business documents.

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:	Yes	No
Each restricted access area and each entrance to a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Both the interior and exterior of each entrance to the facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each point of sale area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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:

HD cameras will be mounted throughout the interior and exterior of the facility. The cameras will be positioned in such a way that any and all activities will be recorded inside the building and the exterior entrances.

Describe the locked and secure area where video surveillance recording equipment and 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 board:

The surveillance recording equipment and video surveillance records will be stored in a secured area within the owners house. The area will only be accessible to the owner, an agent of AMCO or Law enforcement upon request.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

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

Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

Video surveillance records are stored off-site



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (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. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

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

The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises

Records related to advertising and marketing

A current diagram of the licensed premises including each restricted access area

A log recording the name, and date and time of entry of each visitor permitted into a restricted access area

All records normally retained for tax purposes

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

Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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 records will be maintained electronically and hard copies. They will be stored in fireproof cabinets in the owners home. They will be made available to all AMCO and/or Law enforcement agents upon request.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements 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 propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer “Yes” to all items below.

Marijuana Tracking and Weighing:

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

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

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:

The Franwell METRC system will be used to track the marijuana that is grown.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, 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, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes No

Each licensee, 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

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 premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

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

Describe how your establishment will meet the requirements for employee qualifications and training:

All applicants will have to obtain their Handlers Card before an interview. In-house training on equipment use, customer service, conflict management, and safety protocols will be done regularly.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to the statement below.

Marijuana Waste Disposal:

Yes No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

We will be composting. Any marijuana by-product or waste that has come into contact with marijuana will be deposited in isolated containers and stored in a restricted area until it is dry and any marijuana odor has diminished. All marijuana waste will then be ground and mixed with 50% or greater compost types of materials to ensure that it is unusable. We will be collection, filtering and reusing as much water as possible, unusable water will also be added to the compost.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

We will be mixing it with wood chips, leaves, shredded cardboard/paper, chicken manure and compost materials.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

AMCO will be notified at least 3 days prior to disposing of the marijuana waste material. Marijuana plant material and the growing medium will be separated. Unusable plant material will be shredded and also mixed with an equal part of compost materials. Once the materials have been mixed the compost will be moved outside. It will be used for future landscape improvements.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to all items below.

Marijuana Transportation:

Yes No

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

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

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

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

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

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

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

The marijuana will be stored in containers until tested. Once it is tested it will be prepared and packaged in sealed child resistant containers with testing, tracking and other pertinent information attached. The packages will be in a locked, safe and secure storage compartment in the transport vehicle.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

The packaged marijuana will be placed in a vehicle that has been specifically outfitted to securely carry the product. The marijuana will at no time be visible to the public during transport.

The product will be placed inside a locked metal container in the vehicle, which will be secured to the transporting vehicle.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

There will only be one placard no larger than 18" x 18" posted on the front of the establishment with the business name.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer “Agree” to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that: Agree Disagree

Is false or misleading

Promotes excessive consumption

Represents that the use of marijuana has curative or therapeutic effects

Depicts a person under the age of 21 consuming marijuana

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

On or in a public transit vehicle or public transit shelter

On or in a publicly owned or operated property

Within 1000 feet of a substance abuse or treatment facility

On a campus for post-secondary education

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products

All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 8 – Control Plan for Persons Under the Age of 21

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:

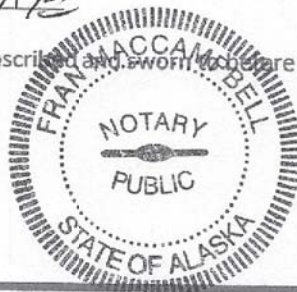
Any visitors to the facility will be met on the outside of the building and asked to provide a valid state ID. Anyone who is not over the age of 21 or does not have a valid government ID will be denied entry. Part of admitting visitors to our facility requires the valid government issued ID

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Robert J Moore
Signature of licensee

ROBERT J MOORE
Printed name

Subscribed and sworn to before me this 24th day of APRIL, 2017.



[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 2-8-18



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

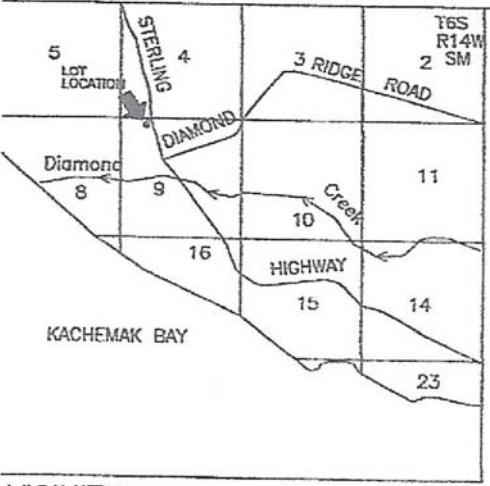
Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 – Establishment Information

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

Licensee:	Homer Budz, LLC	License Number:	12783		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Homer Budz, LLC				
Premises Address:	67835 Virginia Ave				
City:	Homer	State:	AK	ZIP:	99603



Cundiff Subd. LOT 2 AS-BUILT SURVEY

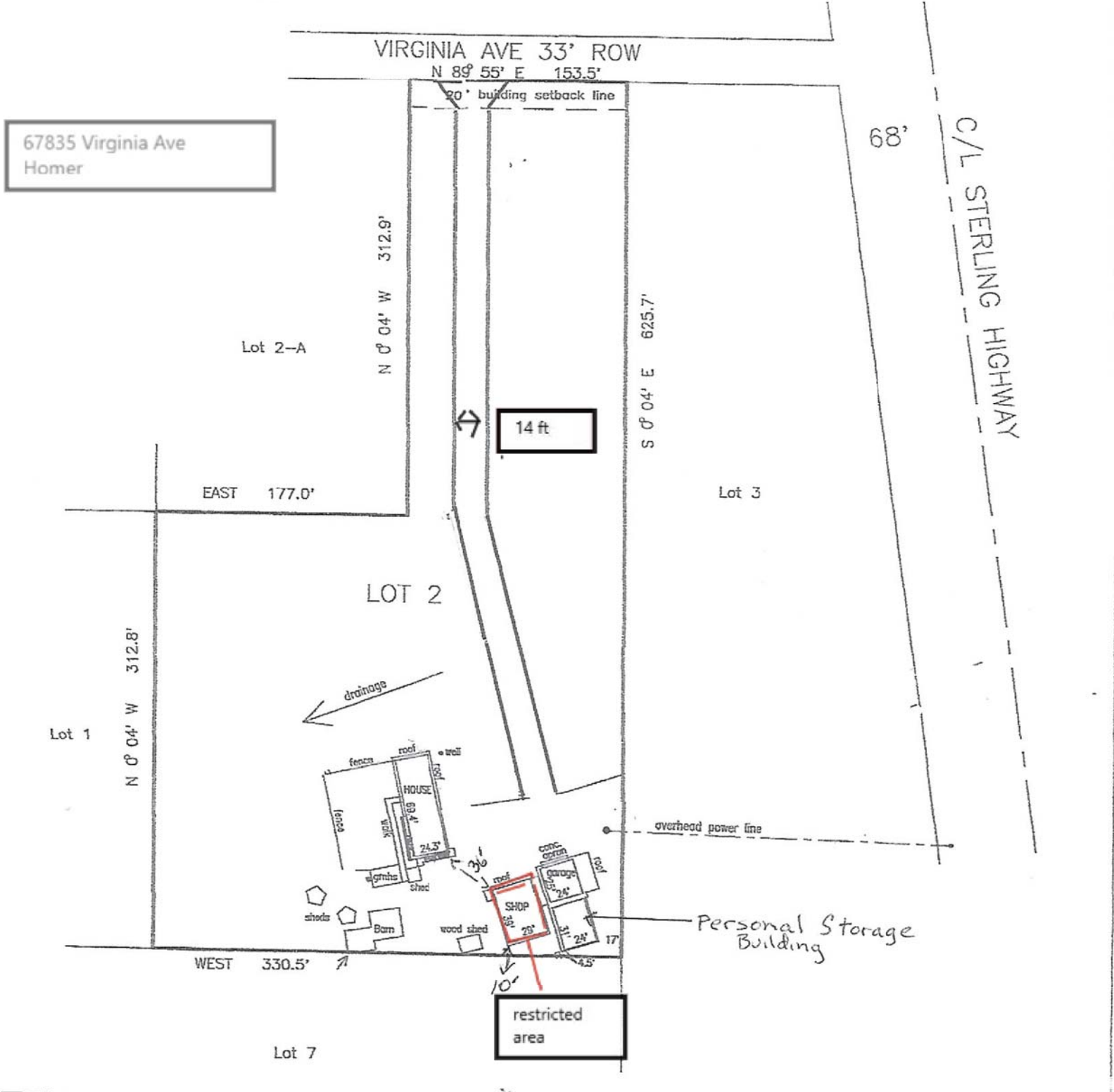
Of Lot 2 Cundiff Subd, HRD 76-22, excepting Lot 2-A
Cundiff Subd. Addn. No. 1, HRD 77-90.
Located in the NW1/4 Section 9, T6S R14W, SM.
Homer Recording District Kenai Peninsula Borough

Prepared by
Johnson Surveying
Box 27
Clam Gulch, Ak 99568



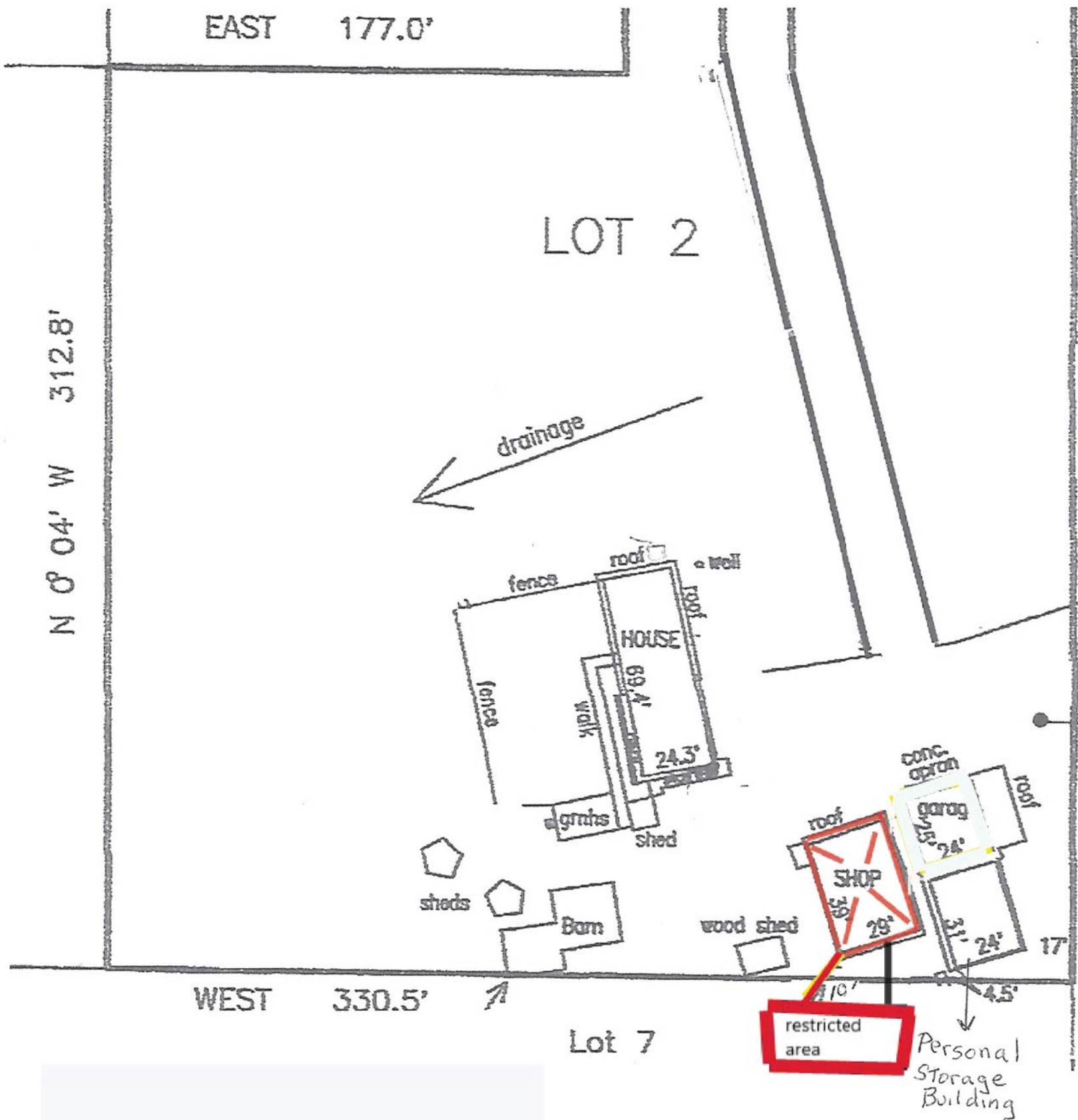
SCALE 1" = 60' 14 May, 2015

VICINITY 1" = 1.33 miles MAP






67835 Virginia Ave, Homer, AK

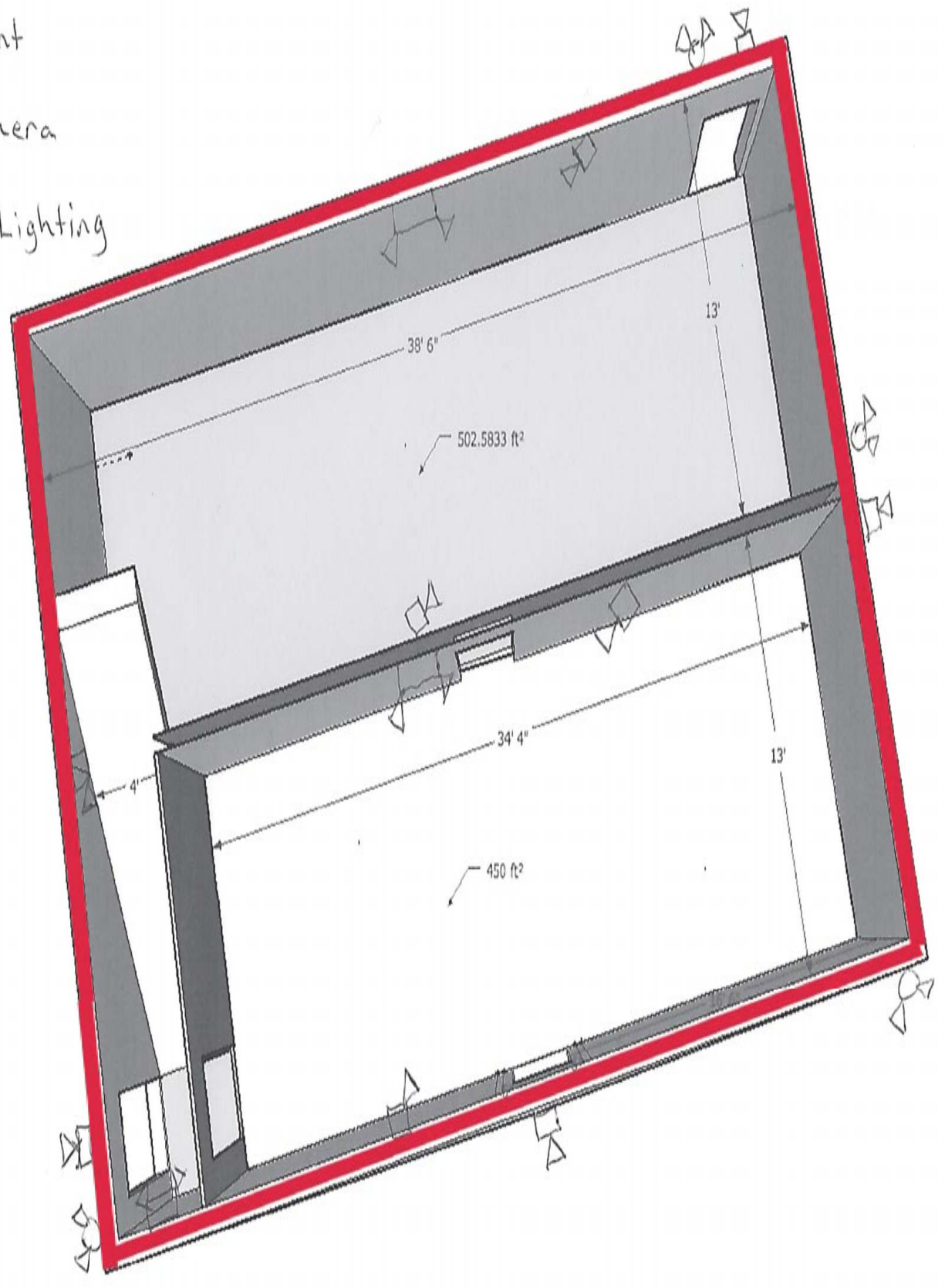
Enlarged Area of Plat - Cundiff Subdivision - Lot 2



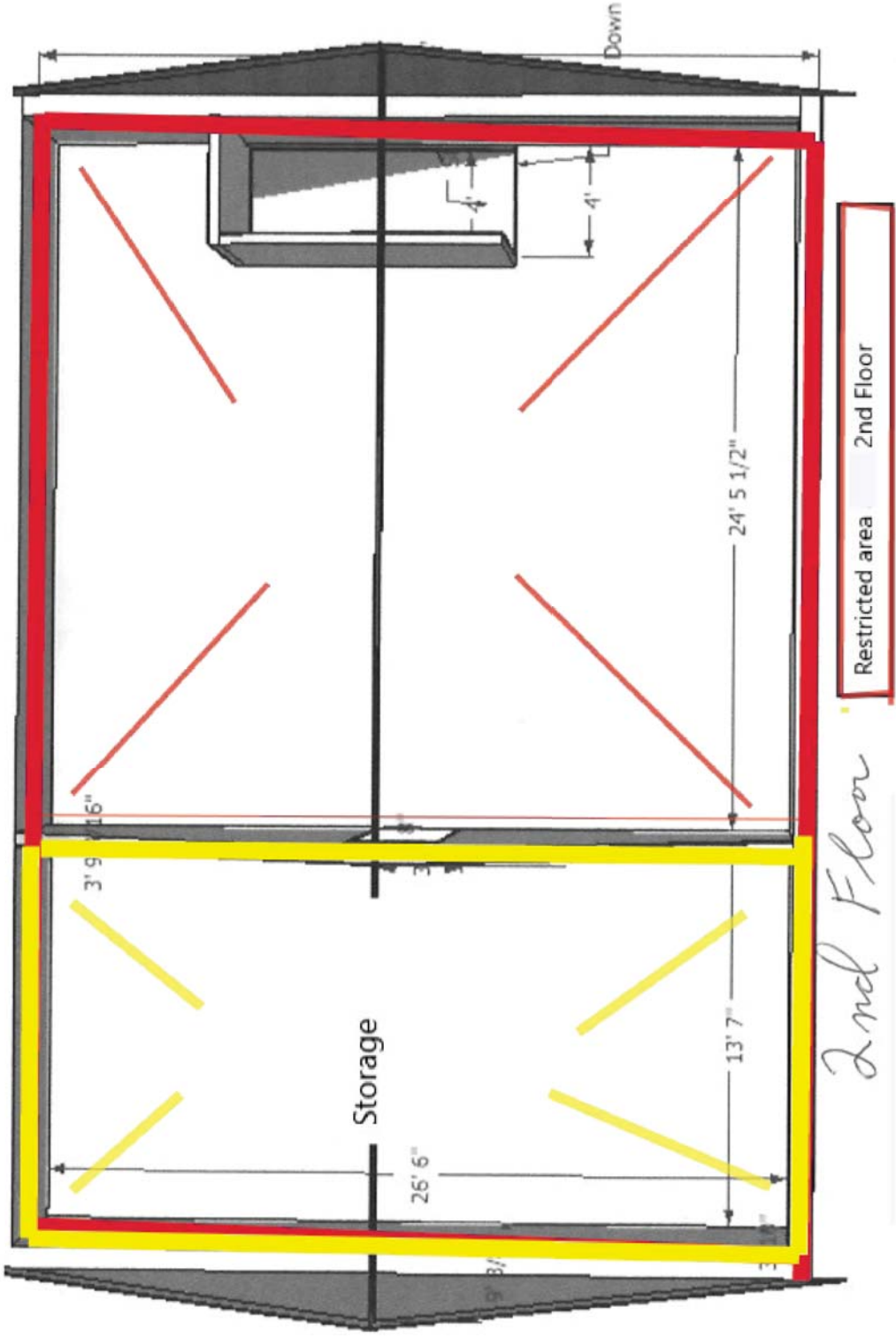
1st Floor

All of 1st Floor is restricted

-  motion light
-  video camera
-  Emergency Lighting

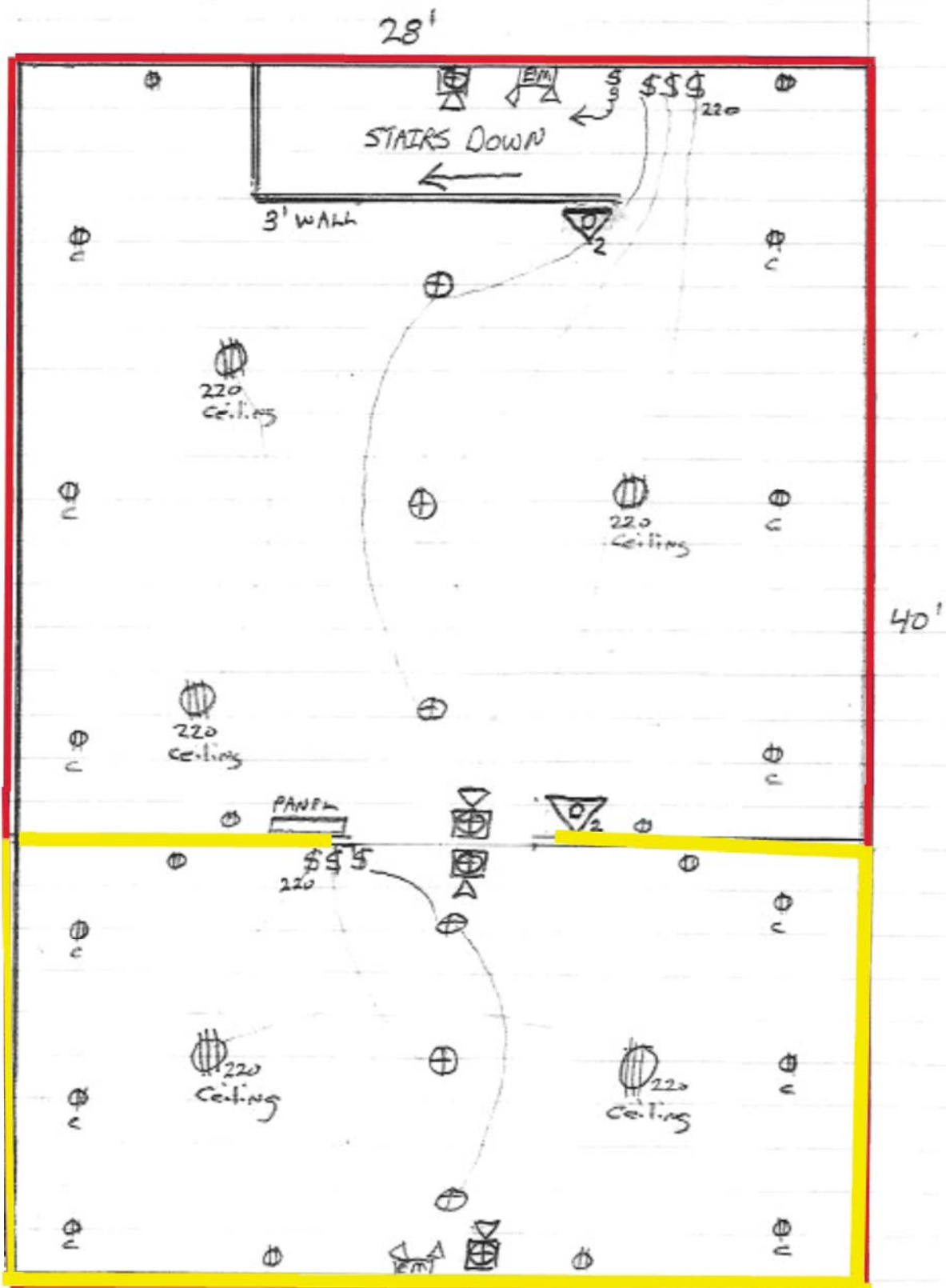


No storage in facility of 1st floor.



All of Yellow area on 2nd Floor will be used as storage

Upstairs



All of Yellow area on 2nd Floor will be used as storage.

Homer Budz LLC - Building

\$ - Switch

\$3 - 3way Switch

\$220 - 2 pole Switch


⊙ - wall recept.

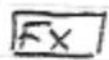
⊙_c - Ceiling recept.


⊙ - 220 recept.

⊕ - Ceiling light

⊕ - wall light

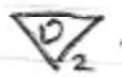
 - Emergency Light Pack

 - Fire Extinguisher

 Electrical Panel

 METER BASE

 - Camera

 - Fire Extinguisher Dry 2 1/2

Electrical components

4 of 4

	Number of items	amps ea	total amps	volts	
Down stairs					
Gavita DE 750	32	7.55	241.6	120, 8	240 @ 3.8
Fan	4	0.97	3.88	120	
Ceiling light	14	0.2	2.8	120	3/room and 2 for hall
Wall fans	8	0.5	4	120	
Cameras	8	0.04	0.32	120	
Controllers Gavita Lights	2	0.2	0.4	120	
Heaters 1500 watt for humidity control	4	12.5	50	120	
Motion lights	3	0.2	0.6		
			0		
Total			303.6		

<http://gavita-holla>

<http://www.holla>

<https://www.nydc>

<https://www.priny>

	number	amps ea	Total amps	volts	
Upstairs					
Gavita DE 750	4	7.55	30.2	15, 1	240 @ 3.8
Controller for Gavita Lights	2	0.2	0.4	120	
Cameras	4	0.04	0.16	120	
Fans inline exhaust	3	0.97	2.91	120	
Controller for Gavita Light	1	0.2	0.2	120	
Fans wall Oscillating	3	0.5	1.5	120	
Ceiling lights LED 4' dual bulb	6	0.2	1.2		
			0		
			0		
			0		
Total			36.57		
Total both floors			340.17		171 AMPS @ 240V

Total

Total both floors





Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those 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 306.420(2).

What additional information is required for cultivation facilities?

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

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

This form must be submitted to AMCO's main office before any marijuana cultivation facility 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:	Homer Budz, LLC	License Number:	12783		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Homer Budz, LLC				
Premises Address:	67835 Virginia Ave				
City:	Homer	State:	ALASKA	ZIP:	99603



Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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

Section 2 – Prohibitions

Applicants should review 3 AAC 306.405 – 3 AAC 306.410 and be able to answer “Agree” to all items below.

The marijuana cultivation facility will not:

Agree Disagree

Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licenses premises or within 20 feet of the exterior of any building or outdoor cultivation facility

Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana

Section 3 – Cultivation Plan

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

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

We will be renovating a two story existing building, with outside dimensions of 28 ft X 40 ft. The bottom floor will consist of two rooms with a maximum of 952 sq ft for cultivation. The top floor will have two rooms with a maximum of 968 sq ft. The top floor will be a combination for cultivating and processing.



Alaska Marijuana Control Board

**Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility**

Describe the marijuana cultivation facility's growing medium(s) to be used:

Plants will be started and grown in traditional potting soil. . Perlite, peat and clay pellets may be used also.

We will also be using a cloning machine, then transferring the plants into a Hydroponic or ~~Aeroponics~~ Culture system. Using this system more growing mediums may be utilized- ~~Coco Coir~~, Gravel, Recycled glass foam or other mediums.

Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:

Nutrients will be added directly to the soil. Mineral supplements and organic fertilizers will be used as needed. Some of the nutrients we may use include: Grow, Micro, Bloom, B-52, Rhino Skin, Voodoo Juice, Big Bud, Bud Ignitor, Overdrive and Flawless Finish, Eleanor's VF-11, and Connoisseur Brand.

If we do get pests, we will use clove oil, neem oil, pyrethrin, Hydrogen peroxide and diatomaceous earth.

Using Hydroponics the nutrients are added to the water reservoir.

Describe the marijuana cultivation facility's irrigation and waste water systems to be used:

Irrigation will be gravity feed from a holding tank. If there is any wastewater, it will be used in the compost and recycled in the garden.



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

Three days or more before disposing of our marijuana waste, AMCO will be notified. Our waste will be stored in a restricted area. We will shred and/or grind it up, then mix with our compost materials. This will be mixed in with soil and used in the garden area.

Section 4 – Odor Control

Review the requirements under 3 AAC 306.430, and identify how the proposed premises will meet the listed requirement.

Describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

The facility will be equipped with dual industrial grade odor/carbon filtration units. Each stand-alone unit operates in conjunction with an industrial grade 1000 cfm exhaust fan. These fans will maintain a negative pressure in the entire facility ensuring that any air exhausted from the building has been filtered. Filters will be maintained as needed and replaced annually per manufacture recommendation.



Alaska Marijuana Control Board

**Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility**

Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the item below.

I understand and agree that:

Agree Disagree

The board will or the director shall from time to time require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks

Describe the testing procedure and protocols the marijuana cultivation facility will follow:

After each batch has been harvested and cured, samples will be taken from individual strains. The facility will ensure that all product be kept safe and segregated until it has been tested by a licensed facility. When a batch is deemed ready to be tested a designated person will take a random sample accompanied by all the necessary documents to the nearest testing facility. Upon receiving results, the facility will then deem the batch ready for sale/destruction.



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

Section 6 – Security

Review the requirements under 3 AAC 306.430 and 3 AAC 306.470 – 3 AAC 306.475, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the two items below.

The marijuana cultivation facility applicant has: Agree Disagree

Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470

Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

Restricted Access Area (3 AAC 306.430): Yes No

Will the marijuana cultivation facility include outdoor production?

If “Yes”, describe the outdoor structure(s) or the expanse of open or clear ground fully enclosed by a physical barrier:

NO



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

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

Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

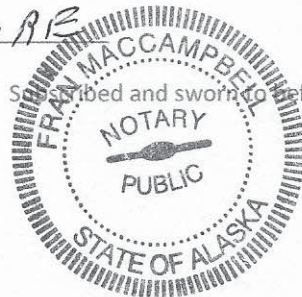
The cultivation facility has no windows. It is located on over 3.5 acres of private property. The surrounding areas are timbered and there are few houses.

I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Robert J Moore
Signature of licensee

ROBERT J MOORE
Printed name



Subscribed and sworn to before me this 24th day of APRIL, 20 17.

[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 2-8-18



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

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 new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) 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 main office 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.

Table with 4 rows and 4 columns: Licensee (Homer Budz, LLC), License Number (12783), License Type (Standard Marijuana Cultivation Facility), Doing Business As (Homer Budz, LLC), Premises Address (67835 Virginia Ave), City (Homer), State (AK), ZIP (99603)

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:

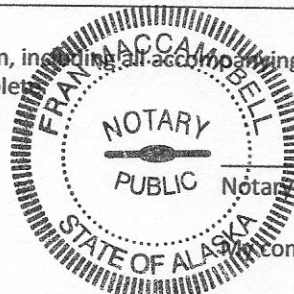
Start Date: April 17, 2017 End Date: April 27, 2017

Other conspicuous location: Safeway, 90 Sterling Hwy, Homer AK 99603

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee: Florence D Moore

Printed name of licensee: Florence D. Moore



Signature of Notary Public

Notary Public in and for the State of Alaska Commission expires: 2-8-18

Subscribed and sworn to before me this 22nd day of MAY, 2017.



Public Notice

Application for Marijuana Establishment License

License Number: 12783

License Status: Initiated

License Type: Standard Marijuana Cultivation Facility

Doing Business As: HOMER BUDZ, LLC

Business License Number: 1051679

Email Address: fdmoore38@gmail.com

Latitude, Longitude: 59.678402, -151.685100

Physical Address: 67835 Virginia Ave
Homer, AK 99603
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10054584

Alaska Entity Name: Homer Budz, LLC

Phone Number: 520-235-2109

Email Address: fdmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603
UNITED STATES

Entity Official #1

Type: Individual

Name: Robert J Moore

Date of Birth: 02/09/1938

Phone Number: 520-235-2109

Email Address: rjmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603-9141
UNITED STATES

Entity Official #2

Type: Individual

Name: Florence D Moore

Date of Birth: 04/23/1938

Phone Number: 520-235-2109

Email Address: fdmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603-9141
UNITED STATES

Affiliate #1

Type: Individual

Name: Robert J Moore

Date of Birth: 02/09/1938

Phone Number: 520-235-2109

Email Address: rjmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603-9141
UNITED STATES

Affiliate #2

Type: Individual

Name: Florence D Moore

Date of Birth: 04/23/1938

Phone Number: 520-301-6832

Email Address: fdmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603-9141
UNITED STATES

Interested persons should submit written comment or objection to their local government, the applicant, and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 or to marijuana.licensing@alaska.gov not later than 30 days after this notice of application.

POSTING DATE April 17, 2017 - April 27, 2017



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit 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 new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and submitted to AMCO's main office 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:		License Number:	
License Type:			
Doing Business As:			
Premises Address:			
City:		State:	
		ZIP:	

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 official and community council (if applicable):

Local Government: _____ Name of Official: _____

Title of Official: _____ Date Submitted: _____

Community Council: _____ Date Submitted: _____

(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Notary Public in and for the State of Alaska

Printed name of licensee

My commission expires: _____

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



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) 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 main office by each proposed licensee or affiliate 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:	Homer Budz, LLC	License Number:	12783		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Homer Budz, LLC				
Premises Address:	67835 Virginia Ave				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Robert J. Moore				
Title:	Owner				
SSN:	[REDACTED]				



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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

Section 3 – Certifications

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 declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

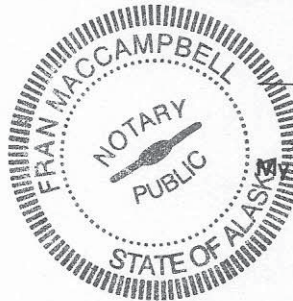
Robert J. Moore

Signature of licensee/affiliate

Robert J. Moore

Printed name

Subscribed and sworn to before me this 22nd day of MAY, 2017.



[Signature]

Notary Public in and for the State of Alaska.

My commission expires: 2-8-18



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) 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 main office by each proposed licensee or affiliate 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:	Homer Budz, LLC	License Number:	12783		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Homer Budz, LLC				
Premises Address:	67835 Virginia Ave				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Florence D. Moore				
Title:	Owner				
SSN:	[REDACTED]				



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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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 declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

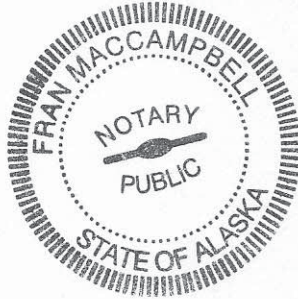
Florence D Moore

Signature of licensee/affiliate

Florence D Moore

Printed name

Subscribed and sworn to before me this 29th day of MAY, 2017.



[Signature]

Notary Public in and for the State of Alaska.

My commission expires: 2-8-18

Alcohol & Marijuana Control Office

License Number: 12783

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: HOMER BUDZ, LLC

Business License Number: 1051679

Designated Licensee: Florence D Moore

Email Address: fdmoore38@gmail.com

Local Government: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 59.678402, -151.685100

Physical Address: 67835 Virginia Ave
Homer, AK 99603
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10054584

Alaska Entity Name: Homer Budz, LLC

Phone Number: 520-235-2109

Email Address: fdmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603
UNITED STATES

Entity Official #1

Type: Individual

Name: Robert J Moore

Phone Number: 520-235-2109

Email Address: rjmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603-9141
UNITED STATES

Entity Official #2

Type: Individual

Name: Florence D Moore

Phone Number: 520-235-2109

Email Address: fdmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603-9141
UNITED STATES

Affiliate #1

Type: Individual

Name: Robert J Moore

Phone Number: 520-235-2109

Email Address: rjmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603-9141
UNITED STATES

Affiliate #2

Type: Individual

Name: Florence D Moore

Phone Number: 520-301-6832

Email Address: fdmoore38@gmail.com

Mailing Address: 67835 Virginia Ave
Homer, AK 99603-9141
UNITED STATES

Lease of Property

July 30, 2017

We, Robert J. Moore and Patrick E. Moore owner of property located at 67835 Virginia Ave, Homer, AK 99603, do lease the shop/greenhouse at said location to Robert J. Moore and Florence D. Moore, doing business as Homer Budz, LLC, for a term of one year (with an option to renew) at the cost of \$1 annually to be paid at the beginning of the lease year, effective March 30, 2017. Robert J. Moore and Florence D. Moore assumes responsibility of all utility expenses and all maintenance fees during the term of the lease. Robert J. Moore and Florence D. Moore have approval to operate a state licensed marijuana faciility located in the shop/greenhouse and on the property located at 67835 Virginia Ave, Homer, AK 99603

The Landlord, Robert J. Moore and Patrick E. Moore shall not take control of any marijuana product in the event of Tenant abandonment of default and will notify AMCO office to obtain guidance.

We agree to the terms of the above Lease.

Robert J. Moore

Robert J. Moore

Date: 7/30/2017

Patrick E. Moore

Patrick E. Moore

Date: 7/30/17

Homer Budz, LLC, Owners

Robert J. Moore

Date: 7/30/17

Florence D. Moore

Date: 7/30/2017

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A

2015-002606-0

Recording Dist: 309 - Homer
8/31/2015 10:44 AM Pages: 1 of 2



File for Record at Request of:
First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: Jennifer Eilene Palinko

Address: 8126 Sundi Drive

Anchorage, AK 99502

File No.: 0222-2447208 (CL)

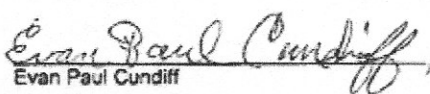
STATUTORY WARRANTY DEED

THE GRANTOR, **Evan Paul Cundiff**, individually and as surviving spouse of **Virginia Cundiff**, whose mailing address is **69 Camino Del Rio, Port Saint Lucie, FL 34592**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid, conveys and warrants to **Jennifer Eilene Palinko, an unmarried person and Patrick E. Moore, an unmarried person**, residing at **8126 Sundi Drive, Anchorage, AK 99502**, the following described real estate, situated in the **Homer Recording District, Third Judicial District, State of Alaska**: *as tenants in common

Lot 2, CUNDIFF SUBDIVISION, according to the official plat thereof, filed under Plat Number 76-22, Records of the Homer Recording District, Third Judicial District, State of Alaska, EXCEPTING THEREFROM Lot 2-A CUNDIFF SUBDIVISION ADDITON NO. 1, Plat No. 77-90

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Dated: 8/25 2015


Evan Paul Cundiff



AFTER RECORDING MAIL

Patrick E. Moore
8126 Sundi Drive
Anchorage AK 99502

STK32698/STA98690

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUIT CLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Grantor: **Patrick E. Moore, an unmarried person, and Jennifer Eilene Palinko, an unmarried person.**

whose address is: 8126 Sundi Drive, Anchorage AK 99502

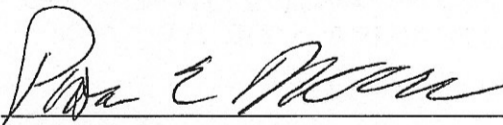
hereby CONVEYS and QUIT CLAIMS to the Grantee: **Patrick E. Moore, an unmarried person, and Robert J. Moore, a married person.**

whose address is: 8126 Sundi Drive, Anchorage AK 99502

the following real property in the Municipality of Anchorage, State of Alaska:

Lot Two (2), CUNDIFF SUBDIVISION, according to Plat No. 76-22, in the Homer Recording District, Third Judicial District, State of Alaska, EXCLUDING THEREFROM Lot 2-A, CUNDIFF SUBDIVISION ADDITION NO.1 Plat 77-90.

Dated: 4/28/2016

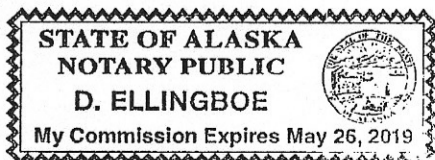


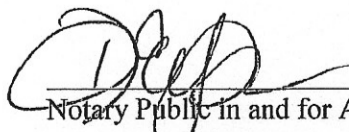
Patrick E. Moore

STATE OF Alaska } ss,
Third Judicial District

THIS IS TO CERTIFY that on this 28th day of April, 2016 before me the undersigned Notary Public, personally appeared **Patrick E. Moore** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that they/he/she signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.





Notary Public in and for Alaska
My commission expires: 5/26/2019

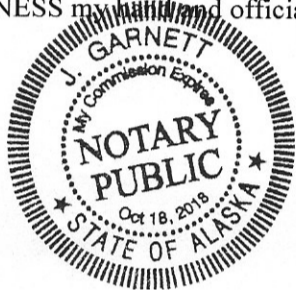
Dated: 4/28/16

Jennifer E. Palinko
Jennifer Eilene Palinko

STATE OF Alaska } ss,
Third Judicial District

THIS IS TO CERTIFY that on this 28 day of April 2016 before me the undersigned Notary Public, personally appeared **Jennifer Eilene Palinko** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that they/he/she signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.



J. Garnett
Notary Public in and for Alaska
My commission expires: 18 Oct 2018

PUBLISHER'S STATEMENT

UNITED STATES OF AMERICA
STATE OF ALASKA
THIRD JUDICIAL DISTRICT

I, THE UNDERSIGNED, being first duly sworn under oath, hereby depose and state: That the Homer News is a newspaper of general circulation, published at Homer, Alaska; That I am an employee of said newspaper; and That a true and correct representation of the:

NOTICE OF APPLICATION FOR NEW STANDARD MARIJUANA CULTIVATION FACILITY LICENSE FROM HOMER BUDZ, LLC

From a true copy of which is affixed hereto, was published in said newspaper in the issue(s) dated:

DATES: 04/220/2017, 04/27/2017 AND 05/04/2017

Lori Evans

LORI EVANS

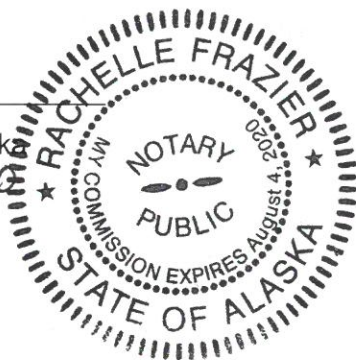
FURTHER AFFIANT SAYETH NAUGHT.

SUBSCRIBED and sworn to before me this 5TH day of

MAY 2017.

Rachelle Frazier

Notary Public in and for the State of Alaska
My Commission Expires 08/04/2020



Community cleans up



Photos by Michael Armstrong, Homer News

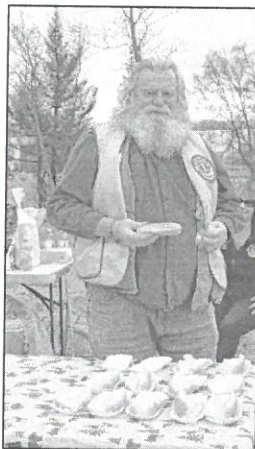
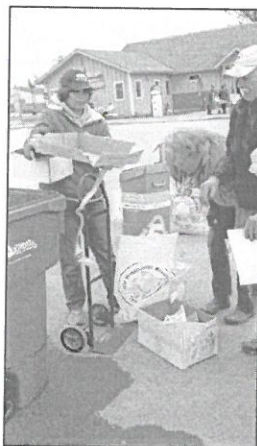
Volunteers last Saturday collected about 800 bags of trash and 50 bags of recyclable trash during the annual Homer Community Clean Up sponsored by the Homer Chamber of Commerce & Visitor Center.

People also donated about 115 pounds of meat, fish and nonperishable food to the Homer Community Food Pantry. The chamber said a snowier winter kept more trash buried and exposed more as the snow melted.

Above, Emily Berg throws trash into a Dumpster. At right center, Bernadette Gradney, left, unloads recyclable cardboard as Marie McCarty and Tom Early help. At right, bottom, Dennis Dustin of the Kachemak Bay Lions Club serves hot dogs. At bottom, the First Place Family winners in the clean up pose with a wagon load of trash they picked up last Saturday. From left to right are Douglas Wrenn, a friend who helped, Jenny Lemieux, Dianne Lemieux-Pietrowski and Henry Lemieux.

Prizes were awarded to groups and individuals for collecting the most trash and recyclables. The winners are:

- First place, nonprofit group: Boy Scouts Troop 365.
- Second place, nonprofit group: Heartbeat of Homer.
- First place, individual: Karen West.
- First place, most recyclables: Bowman family.
- Second place, most recyclables: Gustufson family.
- First place, family: Diane, Jenny and Henry Lemieux Pietrowski family.
- Second place, family: Williams family.



HOMER NEWS Classifieds

Phone: (907) 235-7767 • FAX (907)235-4199
classifieds@homernews.com

FREE CLASSIFIED ADS **DEADLINE: MONDAY AT 5 P.M.**

PLEASE NOTE: Any necessary corrections will be made on our Web site and in the next week's paper if correction is called in Thursday by 5 p.m.

ITEMS SELLING FOR LESS THAN \$1000 (up to 20 words); GARAGE SALES (up to 30 words); LOST & FOUND | WANTED TO BUY (Excludes Commercial Ads, Real Estate, Rental Wanted & Employment)



Lost & Found

LOST: APRIL 10 A.M.
Metal military ammo box full of my tools. Lost between Willards parking lot and town. **REWARD OFFERED!**
Marge Tillion, 907-299-3143.

Legal Notices

APPLICATION FOR NEW STANDARD CULTIVATION FACILITY LICENSE
Homer Budz, LLC is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #12783, doing business as HOMER BUDZ, LLC, located at 67835 Virginia Ave, Homer, AK, 99603, UNITED STATES. Interested persons should submit written comment or objection to their local government, the applicant, and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 or to: marijuana.licensing@alaska.gov not later than 30 days after this notice of application.

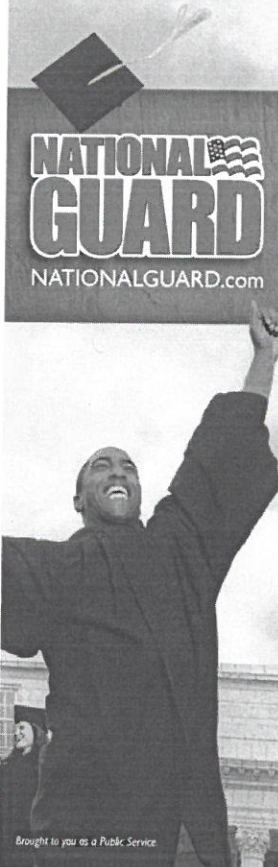
Legal Notices

APPLICATION FOR NEW STANDARD CULTIVATION FACILITY LICENSE
Alaska Loven It, LLC is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #1052906, doing business as Alaska Loven It, LLC, located at 2908 Kachemak Drive, Homer, AK, 99603, UNITED STATES. Interested persons should submit written comment or objection to their local government, the applicant, and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 or to: marijuana.licensing@alaska.gov not later than 30 days after this notice of application.

AT THIS MOMENT, HE'S DEBT-FREE.

That's because he's a Citizen-Soldier in the National Guard. Thanks to the Guard's generous education benefits and other financial assistance, he had college covered 100%.

If you're headed to college but you don't know how you're going to pay for it, now is the moment to visit www.NATIONALGUARD.com to learn more or call 1-800-GO-GUARD.



**CITY OF KACHEMAK, ALASKA
NOTICE OF PUBLIC HEARING**

Notice is hereby given that on the 10th day of May, 2017 a public hearing will be held on the following ordinances at 6:00 p.m. at the Kachemak Community Center, located at 59906 Bear Creek Drive:

ORDINANCE 2017-04: AN ORDINANCE OF THE CITY OF KACHEMAK, ALASKA PROVIDING FOR THE AMENDMENT OF THE BUDGET FOR FISCAL YEAR 2017.

ORDINANCE 2017-05: AN ORDINANCE OF THE CITY OF KACHEMAK, ALASKA PROVIDING FOR THE ESTABLISHMENT AND ADOPTION OF THE BUDGET FOR FISCAL YEAR 2018.

Copies of the ordinance are available at the Kachemak City Clerk's Office in the Kachemak Community Center. Regular office hours are Mondays, 9am-2:45pm — other hours by appointment. Please call 235-8897 or email kachemak@xyz.net for more information.

Erica Fitzpatrick
City Clerk

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (DOT/PF)
CENTRAL REGION
INVITATION FOR QUOTES**

Project Bid Title: Port Graham Airport (PGM) Maintenance
Project Bid No.: 18-25A-1-008
Estimated Cost: Between \$14,000 and \$20,000
Bid Opening: 1:00 PM on May 10, 2017
Telephone: (907) 269.0767
TTD: (907) 269.0473
TTY: (800) 770.8973

Copies of the Contract bid documents may be obtained at the Port Graham Post Office or the M&O Homer Station Airport Manager's Office.

Up to date and additional information is available on the web at (<http://dot.alaska.gov>). Under the Section called Find it Fast!, select DOT&PF Public Notices. Look through the section called Procurement for the Invitation for Quotes.

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