



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

November 16, 2018

Kenai Peninsula Borough

Attn: Johni Blankenship

VIA Email: jblankenship@kpb.us

CC: micheleturner@kpb.us

tshassetz@kpb.us

License Number:	16511
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Smoking Joe's Terps Co.
Doing Business As:	SMOKING JOE'S TERPS CO.
Physical Address:	24276 Moraine Vista St Kasilof, AK 99610
Designated Licensee:	Jacob Thom
Phone Number:	907-715-1180
Email Address:	smokingjoesterps@gmail.com

☒ **New Application**

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 December 20-21, 2018 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov

Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Smoking Joe's Terps Co.

Entity Type: Business Corporation

Entity #: 10066546

Status: Good Standing

AK Formed Date: 8/21/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2019 [File Biennial Report](#)

Entity Mailing Address: 6857 S.HANGAR TALK CIR, WASILLA, AK 99623

Entity Physical Address: 24276 MORAIN VISTA ST, KASLOF, AK 99610

Registered Agent

Agent Name: Jacob Thom

Registered Mailing Address: 6857 S. HANGAR TALK CIR, WASILLA, AK 99623

Registered Physical Address: 24276 MORAIN VISTA ST, KASLOF, AK 99610

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Bert Nelson	Shareholder, Vice President, Secretary	49
			51

AK Entity #	Name	Titles	Owned
	Jacob Thom	Director, President, Shareholder, Assistant Treasurer, Treasurer, Assistant Secretary	

Filed Documents

Date Filed	Type	Filing	Certificate
8/21/2017	Creation Filing	Click to View	Click to View
8/21/2017	Initial Report	Click to View	

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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

SMOKING JOE'S TERPS CO.

6857 S. HANGAR TALK CIR WASILLA AK 99623

owned by

SMOKING JOE'S TERPS CO.

is licensed by the department to conduct business for the period

August 21, 2017 through December 31, 2018

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

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

Certificate of Incorporation

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

Smoking Joe's Terps Co.



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **August 21, 2017**.

Chris Hladick
Commissioner



THE STATE

of **ALASKA**

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

AK Entity #: 10066546
Date Filed: 08/21/2017
State of Alaska, DCCED

FOR DIVISION USE ONLY

Business Corporation

Initial Biennial Report

Web-8/21/2017 3:42:13 PM

Entity Name: Smoking Joe's Terps Co.
Entity Number: 10066546
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: Jacob Thom
Physical Address: 24276 MORaine VISTA ST,
KASILOF, AK 99610
Mailing Address: 6857 S. HANGAR TALK CIR,
WASILLA, AK 99623

Entity Physical Address: 24276 MORaine VISTA ST, KASILOF, AK 99610**Entity Mailing Address:** 6857 S.HANGAR TALK CIR, WASILLA, AK 99623

Please include all officials. Check all titles that apply. Must use titles provided. All domestic business corporations must have a president, secretary, treasurer and at least one director. The secretary and the president cannot be the same person unless the president is 100% shareholder. The entity must also list any alien affiliates and those shareholders that hold 5% or more of the issued shares.

Name	Address	% Owned	Titles
Jacob Thom	6857 S Hangar Talk Cir, Wasilla, AK 99623	51	Assistant Secretary, Assistant Treasurer, Director, President, Shareholder, Treasurer
Bert Nelson	42160 Hazel CRT., Soldotna, AK 99669	49	Secretary, Shareholder, Vice President

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING**New NAICS Code (optional):**

Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par Value	Amount Issued
Common		100000	\$0.00	100

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

Name: Jacob Thom

BYLAWS
of
Smoking Joe's Terps Company

ARTICLE I

Offices

- 1.1 **Registered Office and Registered Agent:** The registered office of the corporation shall be the same as listed on the articles of incorporation and at such place as may be fixed from time to time by the Board of Directors upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.
- 1.2 **Other Offices:** The Corporation may have other offices within or outside the State of incorporation at such place or places as the Board of Directors may from time to time determine.

ARTICLE 2

Shareholder's Meetings

- 2.1 **Meeting Place:** All meetings of the shareholders shall be held the registered office of the corporation, or at such place as shall be determined from time to time by the Board of Directors, and the place at which any such meeting shall be held shall be stated in the notice of the meeting.
- 2.2 **Annual Meeting Time:** The annual meeting of the shareholders for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held each year on December 1, at the hour of 2 p.m., if not a legal holiday, and if a legal holiday, then on the day following, at the same hour, or January 31 of every year if no other meeting time is specifically appointed.
- 2.3 **Annual Meeting - Order of Business:** At the annual meeting of shareholders, the order of business shall be as follows:
- (a) Calling of the meeting to order.
 - (b) Proof of notice of meeting (or filing of waiver).
 - (c) Reading of minutes of last annual meeting.
 - (d) Report of officers.
 - (e) Reports of committees.
 - (f) Election of directors.

(g) Miscellaneous business.

2.4 Special Meetings: Special meetings of the shareholders for any purpose may be called at any time by the President, Board of Directors, or the holders of not less than one-twenty of all shares entitled to vote at the meeting.

2.5 Notice:

- (a) Notice of the time and place of an annual meeting of shareholders shall be given by delivering personally or by mailing a written or printed notice of the same, at least ten days, and not more than fifty days, prior to the meeting, to each shareholder of record entitled to vote at such meeting.
- (b) At least ten days and not more than fifty days prior to the meeting, written or printed notice of each special meeting, and the purpose or purposes for which the meeting is called, shall be delivered personally, or mailed to each shareholder of record entitled to vote at such meeting.

2.6 Voting Record: At least ten days before each meeting of shareholders, a complete record of the shareholders entitled to vote at such meeting, or any adjournment thereof, shall be made, arranged in alphabetical order, with the address of and number of shares held by each, which record shall be kept on file at the registered office of the corporation for a period of ten days prior to the meeting. The records shall be kept open at the time and place of such meeting for the inspection of any shareholder.

2.7 Quorum: Except as otherwise required by law:

- (a) A quorum at any annual or special meeting of shareholders shall consist of shareholders representing, either in person or by proxy, a majority of the outstanding capital stock of the corporation, entitled to vote at such meeting.
- (b) The voters of a majority in interest of those present at any properly called meeting or adjourned meeting of shareholders at which a quorum as in this paragraph defined is present, shall be sufficient to transact business.

2.8 Closing of Transfer Books and Fixing Record Date: For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof, or entitled to receive payment of any dividend, the Board of Directors may provide that the stock transfer books shall be closed for a stated period not to exceed fifty days nor be less than ten days preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a record date for

any such determination of shareholders, such date to be not more than fifty days, and, in case of a meeting of shareholders, not less than ten days prior to the (date on which the particular action requiring such determination of shareholders is to be taken.

- 2.9 Proxies:** A shareholder may vote either in person or by proxy executed in writing by the shareholder, or his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.
- 2.10 Action by Shareholders Without a Meeting:** Any action required or which may be taken at a meeting of shareholders of the corporation, may be taken at a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the shareholders.
- 2.11 Waiver of Notice:** A waiver of notice required to be given any shareholder, signed by the person or persons entitled to such notice, whether before or after the time stated therein for the meeting, shall be equivalent to the giving of such notice.

ARTICLE 3

Stock

- 3.1 Certificates:** Certificates of stock shall be issued in numerical order, and each shareholder shall be entitled to a certificate signed by the President, or a Vice President, and the Secretary or Assistant Secretary, and may be sealed with the seal of the corporation or a facsimile thereof. The signatures of such officers may be facsimiles if the certificate is manually signed on behalf of the transfer agent, or registered by a registrar, other than the corporation itself or an employee of the corporation. If an officer who has signed or whose facsimile signature has been placed upon such certificate ceases to be an officer before the certificate is used, it may be issued by the corporation with the same effect as if the person were an officer on the date of issue.
- 3.2 Transfer:** Transfers of stock shall be made only upon the stock transfer books of the corporation, kept at the registered office of the corporation or at its principal place of business, or at the office of its transfer agent or registrar; and before a new certificate is issued, the old certificate shall be surrendered for cancellation. The Board of Directors may, by resolution, open a share register in any state of the United States, and may employ an agent or agents to keep such register, and to record transfers or shares therein.

3.3 Registered Owner: Registered shareholders shall be treated by the corporation as the holders in fact of the stock standing in their respective names and the corporation shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as expressly provided below or by the laws of the State of incorporation. The Board of Directors may adopt by resolution a procedure whereby a shareholder of the corporation may certify in writing to the corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or persons. The resolution shall set forth:

- (a) The classification of shareholder who may certify;
- (b) The purpose or purposes for which the certification may be made;
- (c) The form of certification and information to be contained therein;
- (d) If the certification is with respect to a record date or closing of the stock transfer books, the date within which the certification must be received by the corporation; and
- (e) Such other provisions with respect to the procedure as are deemed necessary or desirable.

Upon receipt by the corporation of a certification complying with the procedure, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the holders of record of the number of shares specified in place of the shareholder making the certification.

3.4 Mutilated, Lost, or Destroyed Certificates: In case of any mutilation, loss or destruction of any certificate of stock, another may be issued in its place on proof of such mutilation, loss or destruction. The Board of Directors may impose conditions on such issuance and may require the giving of a satisfactory bond or indemnity to the corporation in such sum as they might determine or establish such other procedures as they deem necessary.

3.5 Fractional Shares or Scrip: The Corporation may:

- (a) Issue fractions of a share which shall entitle the holder to exercise voting rights, to receive dividends thereon, and to participate in any of the assets of the corporation in the event of liquidation;
- (b) Arrange for the disposition of fractional interests by those entitled thereto;
- (c) Pay in cash the fair market value of fractions of a share as of the time when those entitled to receive such shares are determined; or
- (d) Issue script in registered or bearer form which shall entitle the holder to receive a certificate for the full share upon surrender of such script aggregating a full share.

- 3.6 **Shares of Another Corporation:** Shares owned by the corporation in another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the Board of Directors may determine or, in the absence of such determination, by the President of the Corporation.

ARTICLE 4

Board of Directors

- 4.1 **Numbers and Powers:** The management of all the affairs, property and interest of the corporation shall be vested in the Board of Directors, consisting of one person who shall be elected for a term of one year, and shall hold office until their successors are elected and qualified. Directors need not be shareholders or residents of the State of incorporation. In addition to the powers and authorities granted by these Bylaws, and the Articles of Incorporation expressly conferred upon it, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.
- 4.2 **Change of Number:** The number of directors may at any time be increased or decreased by amendment of these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.
- 4.3 **Vacancies:** All vacancies in the Board of Directors, whether caused by resignation, death or, otherwise, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill any vacancy shall hold office for the unexpired term of his predecessor and until his successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.
- 4.4 **Removal of Directors:** At a meeting of shareholders called expressly for that purpose, the entire Board of Directors, or any member thereof, may be removed by a vote of the holders of a majority of shares then entitled to vote at an election of such shareholders.
- 4.5 **Regular Meetings:** Regular meetings of the Board of Directors or any committee may be held without notice at the registered office of the corporation or at such place or places, either within or without the State of Washington, as the Board of Directors or such committee, as the case may be, may from time to time designate. The annual meeting of the Board of

Directors shall be held without notice immediately after the adjournment of the annual meeting of shareholders.

- 4.6 Special Meetings:** Special meetings of the Board of Directors may be held at any place and at any time and may be called by the Chairman of the Board, the President, Vice President, Secretary or Treasurer, or any two or more directors.
- 4.7 Notice of Meetings:** Unless the Articles of Incorporation provide otherwise, any regular meeting of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Any special meeting of the Board of Directors may be preceded by at least two days' notice of the date, time, and place of the meeting, but not of its purpose, unless the Articles of Incorporation of these Bylaws require otherwise. Notice may be given personally, by facsimile, by mail, or in any other manner allowed by law. Oral notification shall be sufficient only if a written record of such notice is included in the Corporation's minute book. Notice shall be deemed effective at the earliest of: (a) receipt; (b) delivery to the proper address or telephone number of the directors as shown in the Corporation's records; or (c) five days after its deposit in the United States mail, as evidenced by the postmark, if correctly addressed and mailed with first-class postage prepaid. Notice of any meeting of the Board of Directors may be waived by any director at any time, by a signed writing, delivered to the Corporation for inclusion in the minutes, either before or after the meeting. Attendance or participation by a director at a meeting unless the director promptly objects to holding the meeting or to the transaction of any business on the grounds that the meeting was not lawfully convened and the director does not thereafter vote for or assent to action taken at the meeting.
- 4.8 Quorum:** A majority of the whole Board of Directors shall be necessary at all meetings to constitute a quorum for the transaction of business.
- 4.9 Waiver of Notice:** Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. A waiver of notice signed by the director or directors, whether before or after the time stated for the meeting, shall be equivalent to the giving of notice.
- 4.10 Registering Dissent:** A director who is present at a meeting of the Board of Directors at which action on a corporate matter is taken shall be presumed to have assented to such action unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting, before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the

adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

- 4.11 Executive and Other Committees:** Standing or special committees may be appointed from its own number by the Board of Directors from time to time and the Board of Directors may from time to time invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by such Board. An Executive Committee may be appointed by resolution passed by a majority of the full Board of Directors. It shall have and exercise all of the authority of the Board of Directors, except in reference to amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending sale, lease or exchange or other disposition of all or substantially all the property and assets of the corporation otherwise than in the equal and regular course of business, recommending a voluntary dissolution or a revocation thereof, or amending the Bylaws. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the corporation. The designation of any such committee and the delegation of authority thereto, shall not relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.
- 4.12 Remuneration:** No stated salary shall be paid directors, as such, for their service, but by resolution of the Board of Directors. A fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of such Board; provided, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore. Member of standing or special committees may be allowed like compensation for attending committee meetings.
- 4.13 Loans:** No loans shall be made by the corporation to the directors, unless first approved by the holders of two-thirds of the voting shares. No loans shall be made by the corporation secured by its' own shares.
- 4.14 Action by Directors Without a Meeting:** Any action required or which may be taken without a meeting of the directors, or of a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.
- 4.15 Action of Directors by Communications Equipment:** Any action required or which may be taken at a meeting of directors, or of a committee thereof, may be taken by means of a conference telephone or similar

communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE 5

Officers

- 5.1 Designations:** The officers of the corporation shall be a President, one or more Vice-Presidents (one of more of whom may be Executive Vice-President), a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board may designate, who shall be elected for one year by the directors at their first meeting after the annual meeting of shareholders, and who shall hold office until their successors are elected and qualified. Any two or more offices may be held by the same person, except the offices of President and Secretary.
- 5.2 The President:** The president shall preside at all meetings of shareholders and directors, shall have general supervision of the affairs of the corporation, and shall perform all other duties as are incident to his office or are properly required of him by the Board of Directors.
- 5.3 Vice President:** During absence or disability of the President, the Executive Vice-Presidents in the order designated by the Board of Directors, shall exercise all functions of the President. Each Vice-President shall have such powers and discharge such duties as may be assigned to him from time to time by the Board of Directors.
- 5.4 Secretary and Assistant Secretaries:** The Secretary shall issue notices for all meetings, except for notices for special meetings of shareholders and special meetings of the directors which are called by the requisite number of shareholders or directors, shall keep the minutes of all meetings, shall have charge of the seal and the corporate books, shall make such reports and perform other duties as are incident to his office, or are properly required of him by the Board of Directors. The Assistant Secretary, or Assistant Secretaries in the order designated by the Board of Directors, shall perform all of the duties of the Secretary during the absence or disability of the Secretary, and at other times may perform such duties as are directed by the President or the Board of Directors.
- 5.5 The Treasurer:** The Treasurer shall have the custody of all moneys and securities of the corporation and shall keep regular books on account. He shall disburse funds of the corporation in payment of the just demands against the corporation or as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors from time to time as may be required of him, an account of all his transactions as Treasurer and of the financial conditions to his office or that are properly required of him by the Board of Directors. The

Assistant Treasurer, or Assistant Treasurers in the order designated by the Board of Directors, shall perform all of the duties of the Treasurer in the absence or disability of the Treasurer, and at other times may perform such other duties as are directed by the President or the Board of Directors.

- 5.6 Delegation:** In the case of absence or inability to act of any officer of the corporation and of any person herein authorized to act in his place, the Board of Directors may from time to time delegate the powers or duties of such officer to any other officer or any director or other person whom it may select.
- 5.7 Vacancies:** Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting of the Board.
- 5.8 Other Officers:** Directors may appoint such other officers and agents as they shall deem necessary or expedient with who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.
- 5.9 Loans:** No loans shall be made by the corporation to any officer, unless first approved by the holders of two-thirds of the voting shares.
- 5.10 Term - Removal:** The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer or agent elected or appointed by the Board of Directors may be removed at any time, without cause, by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- 5.11 Bonds:** The Board of Directors may, by resolution, require any and all of the officers to give bonds to the corporation, with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board of Directors.
- 5.12 Salaries:** The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE 6

Dividends and Finance

- 6.1 Dividends:** Dividends may be declared by the Board of Directors and paid by the corporation out of the unreserved and unrestricted earned surplus of the corporation, or out of the unreserved and unrestricted net earnings of the current fiscal year, or in treasury shares of the corporation, subject to

the conditions and limitations imposed by the State of incorporation. The stock transfer books may be closed for the payment of dividends during such periods of not exceeding fifty days, as from time to time may be fixed by the Board of Directors. The Board of Directors, however, without closing the books of the corporation, may declare dividends payable only to holders of record at the close of business, on any business day not more than fifty days prior to the date on which the dividend is paid.

- 6.2 Reserves:** Before making any distribution of earned surplus, there may be set aside out of the earned surplus of the corporation such sum or sums as the directors from time to time in their absolute discretion deem expedient dividends, or for maintaining any property of the corporation, or for any other purpose, and earned surplus of any year not set apart until otherwise disposed of by the Board of Directors.
- 6.3 Depositories:** The moneys of the corporation shall be deposited in the name of the corporation in such bank or trust company or trust companies as the Board of Directors shall designate, and shall be drawn out only by check or other order for payment of money signed by such persons and in such manner as may be determined by resolution of the Board of Directors.

ARTICLE 7

Notices

Except as may otherwise be required by law, any notice to any shareholder or director may be delivered personally or by mail. If mailed, the notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the addressee at his last known address in the records of the corporation, with postage thereon prepaid.

ARTICLE 8

Seal

The corporate seal of the corporation shall be in such form and bear such inscription as may be adopted by resolution of the Board of Directors, or by usage of the officers on behalf of the corporation. The procurement of a corporate seal shall be discretionary only, and is not required.

ARTICLE 9

Books and Records

The corporation shall keep correct and complete books and record of accounts and shall keep minutes of the proceedings of its shareholders and Board of Directors, and shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of the

shares held by each. Any books, records, and minutes may be in written form or any other form capable of being converted into written form within a reasonable time.

ARTICLE 10

Special Corporate Acts

- 10.1 Execution of Written Instruments:** Contracts, deeds, documents, and instruments shall be executed by the President alone unless the Board of Directors shall, in a particular situation, designate another procedure for their execution.
- 10.2 Signing of Checks or Notes:** Checks, notes, drafts, and demands for money shall be signed by the officer or officers from time to time designated by the Board of Directors.
- 10.3 Indemnification of Directors and Officers:** The corporation shall indemnify any and all directors or officers or former directors or former officers or any person who may have served at its request as a director or officer of the corporation or of any other corporation in which it is a creditor, against expenses actually or necessarily incurred by them in connection with the defense or settlement of any action, suit, or proceeding brought or threatened in which they, or any of them, are or might be made parties, or a party, by reason of being or having been directors or officers or a director or an officer of the corporation, or of such other corporation. This indemnification shall not apply, however, to matter as to which such director or officer or former director or officer or person shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of other rights to which those indemnified may be entitled, under any law, bylaw, agreement, vote of shareholders, or otherwise.

ARTICLE 11

Amendments

- 11.1 By Shareholders:** These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the voting stock issued and outstanding at any regular or special meeting of the shareholders.
- 11.2 By Directors:** The Board of Directors shall have the power to make, alter, amend and repeal the Bylaws of this corporation. However any such alteration, amendment, or repeal of the Bylaws, may be changed or repealed by the holders of a majority of the stock entitled to vote at any shareholders meeting.

11.3 Emergency Bylaws: The Board of Directors may adopt emergency Bylaws, Bylaws: subject to repeal or change by action of the shareholders, which shall be operative during any emergency in the conduct of business of the corporation resulting from an attack on the United States or any nuclear or atomic disaster.

Adopted by resolution of the Corporation's Board of Directors or incorporator on
This 21 day of August, 2017.

Jacob Thom

Incorporator or Director



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:	SMOKING JOE'S TERPS CO.	License Number:	16511		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOE'S TERPS CO.				
Premises Address:	24276 Moraine Vista ST				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Bert Nelson
Title:	Vice President

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?

14579, 16517



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.

BN

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

BN

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

BN

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.

BN

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.

BN

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.

BN

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).

BN

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

BN

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.

BN

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. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

BN

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.

BN



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

BW

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

BW

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.

BW

All marijuana establishment license applicants:

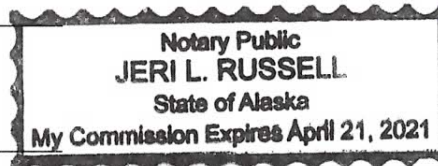
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

BW

Signature of licensee

Bert Nelson

Printed name of licensee



Jeri L. Russell

Notary Public in and for the State of Alaska

My commission expires: 4-21-21

Subscribed and sworn to before me this 23 day of July, 2018.



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:	SMOKING JOE'S TERPS CO.	License Number:	16511		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOE'S TERPS CO.				
Premises Address:	24276 Moraine Vista ST				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jacob Thom
Title:	President

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?

14579, 16517



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.

JT

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

JT

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

JT

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.

JT

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.

JT

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.

JT

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).

JT

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

JT

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.

JT

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. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

JT

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.

JT



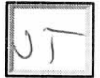
Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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



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



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

Initials

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

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



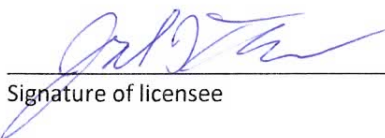
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

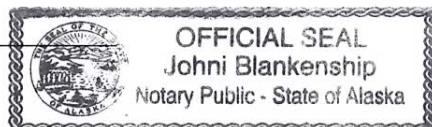
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



All marijuana establishment license applicants:

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 the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee




Notary Public in and for the State of Alaska

Jacob Thom

Printed name of licensee

My commission expires: 9-20-2019

Subscribed and sworn to before me this 23rd day of July, 2018.



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:

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

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

Section 1 – Establishment & Contact Information

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

Licensee:	SMOKING JOE'S TERPS CO.	MJ License #:	16511		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOE'S TERPS CO.				
Premises Address:	24276 Moraine Vista ST				
City:	Kasilof	State:	Alaska	ZIP:	99610
Mailing Address:	6857 S. Hangar Talk Cir.				
City:	Wasilla	State:	Alaska	ZIP:	99623
Designated Licensee:	Jacob Thom				
Main Phone:	907-715-1180	Cell Phone:	907-715-1180		
Email:	smokingjoesterps@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

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

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

Facility will not be open to the public and doors will be secured. Visitor's identification will be screened and visitors to the premises will have to be able to prove: that they are over 21 years of age, and need to be escorted into any restricted access area. If a need is determined.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

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

Facility will not be open to the public and doors will be secured. No tours or leisure visits are permitted. Any visitor to the premises will have to be able to prove: that they are over 21 years of age, and need to be escorted into any restricted access area. If a need is determined,

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

Visitor's identification will be screened, and the visitors log will be filled out. A logbook to record the persons full name, date of visit, time of entry and departure and nature/purpose of visit will be maintained. Visitor's numbered badges will also be required to be worn at all times while upon the premises. Badges will be returned at the end of said visit and they will be accounted for at the end of each visit as well. No more than 5 visitors per employee or agent will be permitted in the facility at a time, in accordance with applicable laws.



Form MJ-01: Marijuana Establishment Operating Plan

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

Smoking Joe's Terps Visitor Badge #1	
Smoking Joe's Terps PIC employee Name employee # MHP #	

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

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

Exterior lighting will be provided on sides of the building covering all facility exits. Some of the lighting will be motion sensitive or constant on if desired. Security cameras will be I. R. capable, and the field of view will cover the approach up to each point of ingress and egress.



Form MJ-01: Marijuana Establishment Operating Plan

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

- (1) Pursuant to 3 AAC 306.715(c)(2) a security alarm system on all exterior doors and the Licensed Facility will have:
- GE/ Simon XT5 security package installed consisting of the following equipment: 1-Keypads Simon XT/XTi VoLTE 4G Verizon Cellular Communicator (located in main entrance points to the building), 1- GE 60-807-95R | NX-481 Simon 3/Simon XTWireless Pet Immune Infrared Motion Sensor, 104db alarm siren, 1 Panic buttons w/U be located with in the licensed premises for added security. The employees will have Wireless Four Button Key chain Remote to carry on them with a panic button on them for additional security.
 - Motion Activated Wireless Image Sensor for LiveWatch sensors with: Advanced ASIC-based processing, Split-zone optics technology, totally silent relay operation, Immune to pets up to 40lbs. Tamper proof design, PIR motion sensor with an Ultra-low current.
 - Security system will be monitored by a third party monitoring agency 24/7. In the event of an alarm activation local law enforcement and the business owner will be notified.
- (2) The alarm system will be monitored by a third party agency. LiveWATCH certifications includes IQ Certified Central Station (One of first in nation). UL Certified Facility, UL Certified Operators, SIA Certified Operators., SIA Central Station Trained Instructors. APCO Certified Operators and - FARA and Federal UL 2050. Supporting Alarm Communications and Interactive Service from Every Major Manufacturer
- The list includes Connect 24, C24 Interactive, Alarm NET, AES, Uplink, DMP Internet, Tellular, Alarm.com. Based In Kansas with monitoring centers nationwide that are staffed 24 hours a day, 7 days a week. During non-business hours monitoring of all devices (Motion Detectors, door contacts) within the system will be active and monitored. In the event of a security breach of the licensed premises an Interior sounder will be activated immediately, an alarm signal will be received by the monitoring center who will notify security, local law enforcement and the licensee.
- (3) Smoking Joe's Terps Co. shall notify the Department of Commerce, Community, and Economic Development, Alcohol and Marijuana Control Office as soon as reasonably practical and in any case not more than 24 hours after any unauthorized access to the premises or the establishment's knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises.

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

Owners, employees, visitors and other individuals will be held to a zero-tolerance policy on the diversion of marijuana (3 AAC 306.715(c)(1)). The "METRC" electronic tracking system will be used to ensure diversion of marijuana does not occur throughout the normal processes of the cultivation facility. Marijuana will be entered into the system and tracked throughout the cultivation, packaging, testing, disposal and selling process. If the tracking system shows potential diversion of product authorized personnel will initiate an investigation that will include; talking to employees on shift, assessing last login to the system and product in question, notifying the Marijuana Control Board and reviewing video feed. In addition to the above, authorized personnel will randomly check video feed for potential diversion (1x per week), will supervise all visitors and require them to remain in the building until law enforcement arrives if diversion is suspected, restrict access to restricted areas where marijuana or cash are present as well as will provide information pertaining to the consequences of breaking the policy. Consequences include notifying law enforcement, immediate termination, visitor access removal and prosecution of crimes.

3.7. Describe your policies and procedures for preventing loitering:

Signs will be posted stating a clear message that "No Trespassing" or "No Loitering" is permitted, and that area is video monitored 24/7. Video surveillance of the exterior areas will be available to employees inside the facility. Standard policy is to notify law enforcement of any violation these regulations or of any suspicious activity. There will be no loiterers or trespassers. Anyone caught loitering will be asked to leave. If they will not leave voluntarily, law enforcement will be contacted immediately to deal with the situation.

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

Initials

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





Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

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

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

JT

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

JT

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

JT

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

JT

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

Security cameras will consist of GW Security GW5516NP Dome Network Cameras. All security cameras will be positioned in such a manner as to get the most identifiable view of anyone within 20 feet of their line of sight at each entrance and along the exterior and interior of each Restricted Access Area. Cameras will be placed at a height to insure unobstructed viewing of all product, plants and persons insuring all are captured on a maximum clear sight picture. And exterior cameras will be at a height of 12 feet to prevent damage to cameras. All cameras will have a recording resolution of at least 1920x1080(2mp)-2560x1920 (4mp), and will can see at night using infrared technology for night time recordings. GW Security GW5516NP Dome Network Cameras will be installed in growing, trimming, processing areas, curing, sales, and designated waste processing area to insure 100 percent coverage of the secure areas.(reference security packet attached)

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

(1) Pursuant to 3AAC 306.720(b) Surveillance recording equipment and video surveillance records will be housed in a locked and secure area accessible only to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board. This will be in the office area of Smoking Joe's Terps Co.

**Form MJ-01: Marijuana Establishment Operating Plan****Section 4 – Business Records**

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

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

Initials

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

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

A fire rated safe with a weight of 1,035 lbs. will be provided to protect and preserve essential physical records. Daily data back-ups of all product tracking and surveillance data will ensure continuity of daily operations in the event of an equipment failure.

The electronic video storage is password protected to prevent any alterations. The security system will generate a daily open/close report by user. All systems are programmed with password lockout protection. The security room housing all supporting security and camera equipment will be insulated and temperature controlled to insure the integrity of all security supported hardware for the licensed facility.

**Form MJ-01: Marijuana Establishment Operating Plan****Section 5 – Inventory Tracking of All Marijuana and Marijuana Product**

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

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

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

JT

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

JT

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

JT

Section 6 – Employee Qualification and Training

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

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

6.1. 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.

JT

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

JT

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

JT

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

The proposed establishment will require all licensees, agents, or any other employee associated with it, to hold current Alaska marijuana handler permits. Copies of all employee permits will be kept in a physical form at the proposed premises. All expiration dates will be noted and calendared for employee recertification prior to their expiration. All personnel will be trained on the Metric system and will demonstrate competence before use. The training for Franwell Metric system for licensees will be through a training sessions and webinars from Franwell to provide a thorough understanding of METRC. Licensees will be required to demonstrate their knowledge of METRC. We will conduct training to continuously improve operations as well as training on the marijuana regulations to ensure we stay in compliance. We will use sign-in rosters to record the topic, date, and employees that receive training and keep them on file on location.

**Form MJ-01: Marijuana Establishment Operating Plan****Section 7 – Health and Safety Standards**

Review the requirements under 3 AAC 306.735.

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

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

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

Yes No

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

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

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

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

After product has been harvested and processed, a sample will be taken from each batch and sent for testing. While results are pending, batch will be "quarantined" until it is deemed acceptable by the testing facility. Marijuana product will be packaged in a variety of ways. Bulk wholesale batch packs of up to 5 pounds consisting of single strains or a mixture of strains as identified on the label. Or batches of single gram up to a ounce packs will also be produced for sale without additional handling by the retail store except to add the stores own name or logo and license number. All labeling on all packaging will meet the standards as required for cultivators. Which will include the following statements 1) "Marijuana has intoxicating effects and may be habit forming and addictive." 2) Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence." 3) "There are health risks associated with consumption of marijuana." 4) "For use only by adults twenty-one and older. Keep out of the reach of children." 5) Marijuana should not be used by women who are pregnant or breast feeding." All marijuana product slated to leave the facility will be placed into a durable, tamper-evident METRC packaging prior to transport and locked in the safe for storage. Each package will be identified by a tracking label from metric. The marijuana will be sealed within a tamper-evident shipping container affixed with a label. The shipment will be accompanied by the appropriate transport manifest from Metrc, and will be verified by the licensee or designated agent before the shipment is permitted to leave. A fire rated safe with a weight of 1,035 lbs. for storage in the facility and compartment that measures approximately 18" x 15" x 59" secured in the transport vehicle.



Form MJ-01: Marijuana Establishment Operating Plan

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

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

JT

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

JT

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

JT

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

JT

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

JT

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

JT

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

JT

Section 9 – Signage and Advertising

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

One 4800 sq. inches (48"x100"max) sign maybe located on the front of the building designating the name of the Facility: Smoking Joe's Terps Co.



Form MJ-01: Marijuana Establishment Operating Plan

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

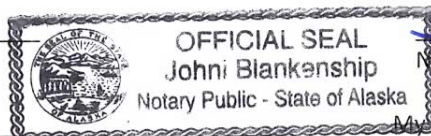
No advertising planned

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Jacob Thom

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 9-30-2019

Subscribed and sworn to before me this 23rd day of July, 2018.



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). **All areas designated as the licensed premises of a single license must be contiguous.**

What must be submitted with this form?

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

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

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

Section 1 – Establishment Information

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

Licensee:	SMOKING JOE'S TERPS CO.	MJ License #:	16511		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOE'S TERPS CO.				
Premises Address:	24276 Moraine Vista ST				
City:	Kasilof	State:	Alaska	ZIP:	99610

**Form MJ-02: Premises Diagram****Section 2 – Required Information**

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices.

The following details must be included in all diagrams:

- ☒ License number and DBA
- ☒ Legend or key
- ☒ Color coding
- ☒ Dimensions
- ☒ Labels
- ☒ True north arrow

The following additional details must be included in Diagram 1:

- ☒ Surveillance room
- ☒ Restricted access areas
- ☒ Storage areas
- ☒ Entrances, exits, and windows
- ☒ Walls, partitions, and counters
- ☒ Any other areas that must be labeled for specific license types

The following additional details must be included in Diagram 2:

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

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

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

The following additional details must be included in Diagram 5:

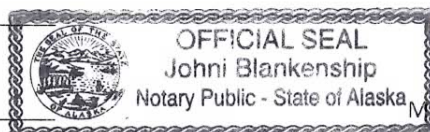
- ☒ Areas of ingress and egress
- ☒ Entrances and exits
- ☒ Walls and partitions
- ☒ Cross streets and points of reference


I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.


Signature of licensee

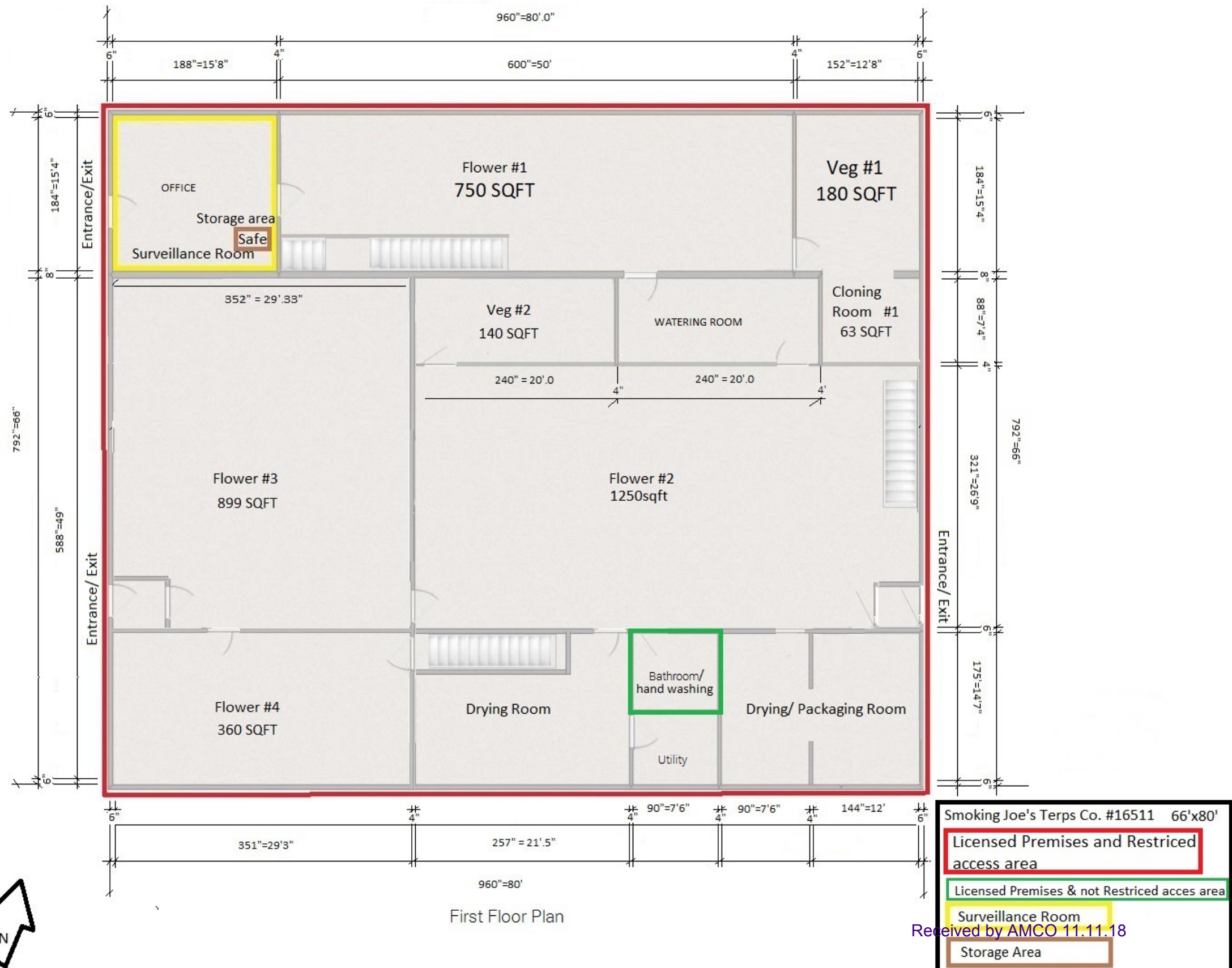
Jacob Thom

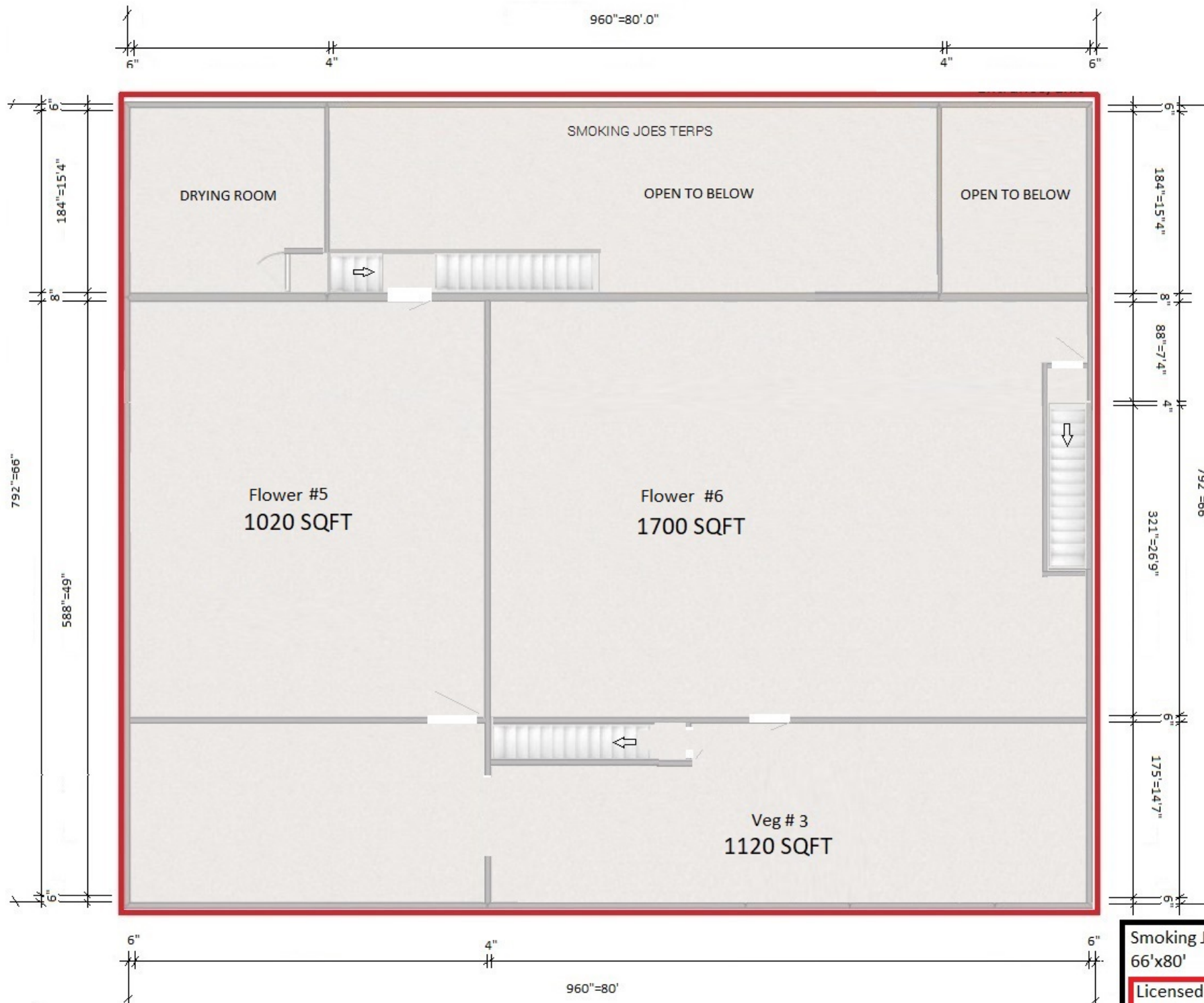
Printed name of licensee




Notary Public in and for the State of Alaska
commission expires: 9-20-2019

Subscribed and sworn to before me this 23rd day of July, 2018.





SECOND FLOOR PLAN

Smoking Joe's Terps Co. #16511
66'x80'

Licensed premises and
restricted access area

Received by AMCO 11.11.18



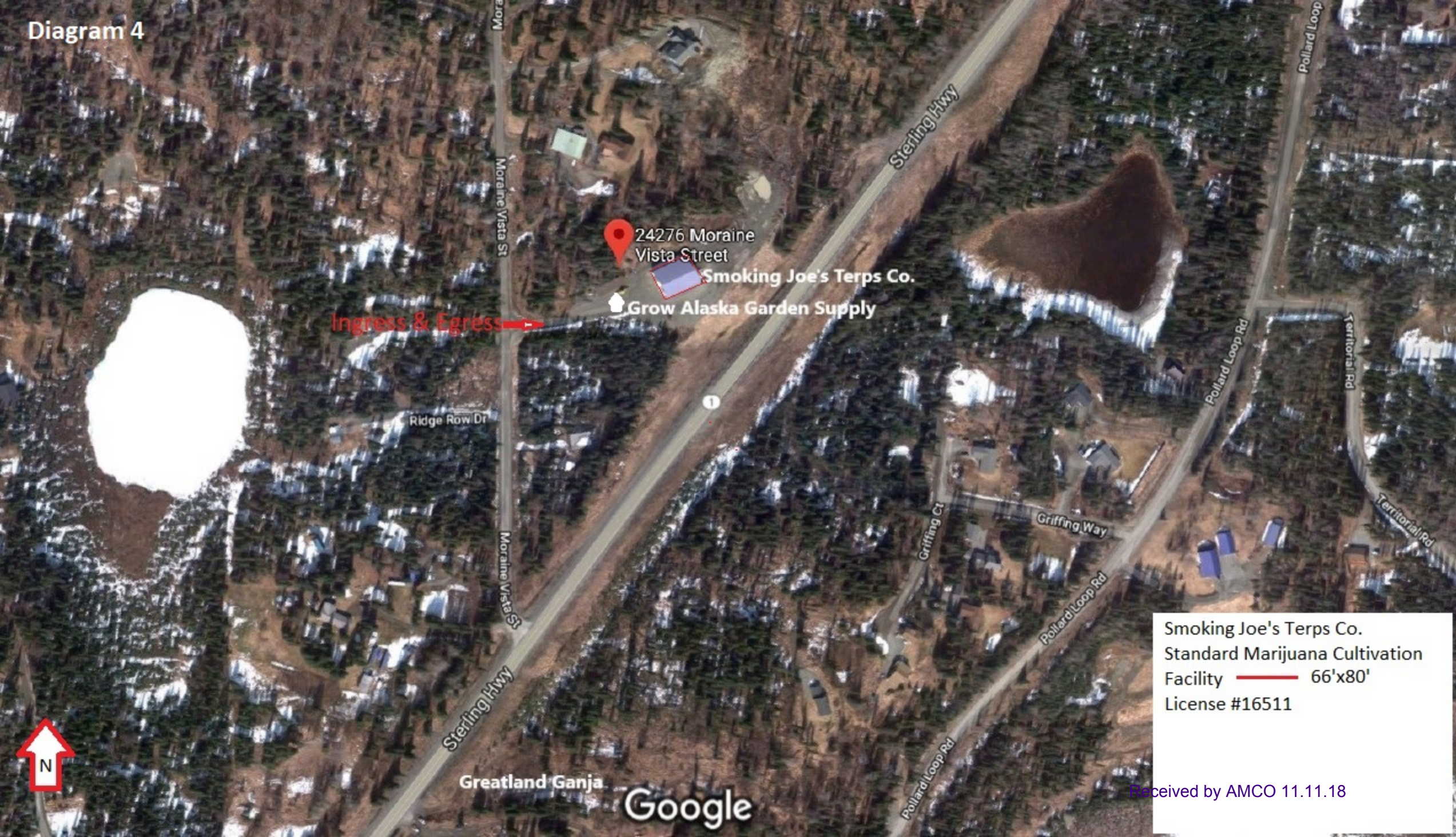
Smoking Joe's Terps Co.
License #16511
66'X80'

Smoking Joe's Terps Co.
License #16511
66'X80'

Red boarder around Facility

Sterling Hwy

Diagram 4



24276 Moraine
Vista Street

Smoking Joe's Terps Co.

Grow Alaska Garden Supply

Ingress & Egress

Ridge Row Dr

Moraine Vista St

Sterling Hwy

Greatland Ganja

Google

Sterling Hwy

Griffing Ct

Griffing Way

Pollard Loop Rd

Pollard Loop Rd

Territorial Rd

Territorial Rd

Smoking Joe's Terps Co.
Standard Marijuana Cultivation
Facility — 66'x80'
License #16511

Received by AMCO 11.11.18



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 **Form MJ-01: Marijuana Establishment Operating Plan**, 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 the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(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
- Waste disposal
- Odor control
- Testing procedure and protocols
- Packaging and labeling

This form must be completed and submitted to AMCO's main office before any new or transfer application for a standard marijuana cultivation facility or limited marijuana cultivation facility license will be considered complete.

Section 1 – Establishment Information

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

Licensee:	SMOKING JOE'S TERPS CO.	MJ License #:	16511		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOE'S TERPS CO.				
Premises Address:	24276 Moraine Vista ST				
City:	Kasilof	State:	Alaska	ZIP:	99610

**Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental****Section 2 – Overview of Operations**

2.1. Provide an overview of your proposed facility's operations. Include information regarding the flow of marijuana from seed or clone to harvest and transfer from your premises:

The proposed facility will have one clone room and three veg rooms. Clones will be entered into Metrc and will be limited to batches of 50 and identified by a batch tracking number. Once clones reach 8" in height they will be entered into METRC and then be moved into one of the veg. rooms for growth. Then into the flower rooms until harvested. Once harvested all bud/flower and trim will be kept in harvest batches of distinct strains not exceeding five pounds. Each harvested batch will be given an inventory tracking number. Each batch will be tested. Any transported batch will be entered into METRC and generate a valid transport manifest to accompany the transported batch. Enforcement will be given at least three days notice before and marijuana waste is made unusable and disposed of.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.405 and 3 AAC 306.410.

3.1. I certify that the marijuana cultivation facility will not:

Initials

- a. sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation;
- b. allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on the licensed premises or within 20 feet of the exterior of any building or outdoor cultivation facility; or
- c. treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana.

JT

JT

JT

Section 4 – Cultivation Plan

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

4.1. 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:

clone room #1 9x7.=63sqft
Veg. room #1 12x15=180sqft
Veg. room #2 7x20=140sqft
Veg. room #3 14'x80'=1120sqft
Flower room #1 50x15=750sqft
Flower room #2 50x25=1250sqft
Flower room #3 31x29=899sqft
Flower room #4 12x30=360sqft
Flower room #5 34'x30=1020sqft
Flower room #6 34'x50=1700sqft
Total under Cultivation= 7482sqft



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

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

Initials

4.2. The proposed area(s) for cultivation are clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.



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

Yes

No

4.3. Will the marijuana cultivation facility include outdoor production?

☐☒

If "Yes", describe the outdoor structure(s) or the expanse of open or clear ground and how it is fully-enclosed by a physical barrier:

4.4. Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility, whether indoors or outdoors, cannot be observed by the public from outside the facility:

The proposed facility is designed to be a completely indoor growing cultivation facility. There will be no direct outside access from the designated growing area. No marijuana will ever be visible to the public.

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

- 1.) Hydroton-Clay pebbles
- 2.) Grodan-high quality horticultural stone wool
- 3.) Pro-mix BX Mycorrhizae-a general purpose peat-based professional growing medium suitable for a wide variety of horticultural plants and transplanting applications.
- 4.) Cocotek-Coco Coir line of Organic Growing Media that contains only coconut pith and fibers

4.6. Provide the complete product name and EPA registration # (if applicable) for each of the cultivation facility's pesticides and pest control products to be used. All proposed products must be on DEC's list of approved pesticides in the state of Alaska:

NUKE EM exempt-25(b)
SAFER BRAND INSECT KILLING SOAP WITH SEAWEED EXTRACT II EPA #42697-59
SNS 217 RTU SPIDER MITE CONTROL exempt-25(b)
Delivery system will be: Hand sprayer

4.7. Describe all other fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used at the marijuana cultivation facility:

Fertilizers utilized will be: Emerald Harvest Emerald Harvest Cal Pro Grow A, Emerald Harvest Cali Pro Bloom A, Emerald Harvest Cali Pro Bloom B, Emerald Harvest Emerald Goddess, Emerald Harvest Honey Chome, GH Flora Gro, GH Flora Bloom, GH Flora Micro, GH Floracious Plus, GH MaxiBloom, Emerald-triangle-crystal-burst, Vermi T Bio, Advanced nutrients, Age Old, Roots Organic, General Organics, General hydroponics, Cutting edge.
Delivery system will be: Hand watering
Gases: CO2 with tank with Sentinel GPS CPPM-4i Fussy Logic CO2 Controller Delivery system will be: CO2 tubing from the regulator to behind a circulation fan controlled with the Sentinel



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

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

The cultivation facility irrigation will all be all done by hand. And the waste water system from each plant will be drained into a sump and the sumps will be pumped into a tote for storage. The tote of waste water will be reused with the next watering. This will be a continuous cycle and between water cycles some may evaporate before the next watering.

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740.

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

Initials

5.1. The marijuana cultivation facility shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

JS

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

There will be zero liquid Marijuana waste including wastewater. The water will be reused 100%. The plant waste will be stored in totes in the watering room until disposal. The plant waste will be made unusable by grinding the marijuana plant waste and mixing it with at least an equal amount of other compostable or non-compostable materials. Material that may be mixed with the marijuana waste includes

- (1) compostable materials including food waste, yard waste, vegetable based grease or oils.
- (2) non-compostable materials including paper waste, cardboard waste, plastic waste, oil.

Once this is done, the mulched material will be rendered unusable per statute and will be reused again in Bert Nelson home garden/flowerbeds etc. or taken to the landfill for solid waste disposal.

The marijuana inventory tracking system requires under 3 AAC 306.730, to give the board notice not later than three days before making the waste unusable and disposing of it.

**Section 6 – Odor Control**

Review the requirements under 3 AAC 306.430.

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

Yes No

6.1. Have you received an exemption from your local government for the odor control requirement set forth in 3 AAC 306.430(c)(2)?

☐☒

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

Initials

I am attaching to this form documentation of my odor control exemption from the local government.

If "No" to question 6.1., 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:

An canister style air scrubber with carbon filters (also called 'carbon scrubbers') will be used to pull the smells out of the air, neutralizing any odors that pass through.

The filter will be used on all air exhausted from the facility to prevent any marijuana odor from being detected by the public.

Ozone generators may be utilized if determined necessary near exits to mitigate any unwanted smell from exiting the facility that may/could exist.

Section 7 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465.

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

Initials

7.1. I understand and agree that the board or director will, 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.

7.2. I will ensure that any individual responsible for collecting random, homogenous samples for required laboratory testing under 3 AAC 306.455 will prepare the necessary accompanying signed statement, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record under 3 AAC 306.755.

7.3. Describe the testing procedures and protocols the marijuana cultivation facility will follow:

Upon notification that the board or the director require samples for random compliance checks of the proposed facility, a licensee or an authorized agent of the proposed facility will notify an independent testing laboratory (of the states' choice if applicable) to send a representative to collect the required samples. This way, a chain of custody is established, and the possibility of unintentional contamination due to improper sample collection practices is minimized.

All marijuana product batches will be tested for a battery of state required impurities and/or contaminants by a state licensed lab in accordance with 3 AAC 306.455. The facility will collect random samples from homogeneous batches of individual strains of bud or flower in the amount required by the selected testing facility. Harvested marijuana will be segregated in five pound lots. While results are pending, batches will be "quarantined" until it is deemed acceptable by the testing facility.

We will further select homogeneous samples from our cultivation facility for random testing during our growing cycles in order to ensure the highest of quality of standards are met.

**Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental****Section 8 – Packaging and Labeling**

Review the requirements under 3 AAC 306.470 and 3 AAC 306.475.

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

Yes No

8.1. Will the marijuana cultivation facility be packaging marijuana for a retail marijuana store to sell to a consumer without repackaging?☒ ☐

If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

Smoking Joe's Terps Co. facility shall package its marijuana bud and flower for sale to a retail marijuana store in a package not exceeding one ounce for resale to consumers without additional handling by the retail marijuana store except to add the retail marijuana store's own identifying name or logo, and license number. When we package marijuana for a retail marijuana store to sell to a consumer without repackaging, the packaging may not have any printed images, including cartoon characters, that specifically target persons under 21 years of age. In addition, the packaging will protect the product from contamination and may not impart any toxic or claming substance to the marijuana. Each package prepared will be identified by a tracking label generated by a tracking system. Smoking Joe's Terps facility shall prepare marijuana for transport or transfer to another marijuana establishment by placing marijuana packaged within a sealed, tamper-evident shipping container; affixing a label in compliance with 3 AAC 306.475 to the shipping container; and generating a transport manifest from the marijuana cultivation facility's marijuana inventory tracking system; the transport manifest must remain with the marijuana at all times while being transported, and a copy must be given to the licensed marijuana establishment that receives the shipment. Sample label on page 7

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

Yes No

8.2. Will the marijuana cultivation facility be packaging marijuana in wholesale packages?☒ ☐

If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

Smoking Joe's Terps facility shall package its marijuana bud and flower for sale to a retail marijuana store in a wholesale package not exceeding five pounds for repackaging by the retail marijuana store; or to a marijuana product manufacturing facility in a wholesale package. Not exceeding five pounds; and consisting of a single strain or a mixture of strains as identified on the label. Each package prepared must be identified by a tracking label generated for tracking by the marijuana cultivation facility's marijuana inventory tracking system. We shall prepare marijuana for transport or transfer to another marijuana establishment by placing marijuana packaged within a sealed, tamper-evident shipping container; affixing a label in compliance with 3 AAC 306.475 to the shipping container; and generating a transport manifest from the marijuana cultivation facility's marijuana inventory tracking system; the transport manifest must remain with the marijuana at all times while being transported, and a copy must be given to the licensed marijuana establishment that receives the shipment. Sample label on page 7

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 AS 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 unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Jacob Thom

Printed name of licensee



OFFICIAL SEAL
Johni Blankenship
Notary Public - State of Alaska

Notary Public in and for the State of Alaska

My commission expires:

9-20-2019Subscribed and sworn to before me this 23rd day of July, 2018.



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

(Additional Space as Needed):

8.1 sample label retail

Warning

- (1) "Marijuana has intoxicating effects and may be habit forming and addictive.";
- (2) "Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence.";
- (3) "There are health risks associated with consumption of Marijuana.";
- (4) " For use only by adults twenty-one and older. Keep out of the reach of children.";
- (5) Marijuana should not be use by women who are pregnant or breast feeding.'

Smoking Joe's Terps Co.

License # 16511

Strain: Smoking Joe's Terps Honey Banana

Harvest Batch # 1 (provided by Metric)

Net Weight 1oz

No Pesticides, Fungicides, or Herbicides were used in the Cultivation of this Marijuana.

(Test Results)Including: Cannabinoid potency, Microbial, Contaminants of residual Solvents, any additional contaminants

Tested by Cann Test

All nutrients used in the cultivation of this Marijuana were Emerald Harvest nutrients.

This Marijuana was grown in Pro-mix BX soil.

8.2 Sample Label wholesale

Smoking Joe's Terps Co.

License # 16511

Strain: Smoking Joe's Terps Honey Banana

Harvest Batch # 1 (provided by Metric)

Net Weight 1LB.

No Pesticides, Fungicides, or Herbicides were used in the Cultivation of this Marijuana.

Wholesale Marijuana must be repackaged for resale.

(Test Results)Including: Cannabinoid potency, Microbial, Contaminants of residual Solvents, any additional contaminants

Tested by Cann Test

All nutrients used in the cultivation of this Marijuana were Emerald Harvest nutrients.

This Marijuana was grown in Pro-mix BX soil.



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 marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

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

Section 1 – Establishment Information

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

Licensee:	SMOKING JOE'S TERPS CO.	License Number:	16511		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOE'S TERPS CO.				
Premises Address:	24276 Moraine Vista ST				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 – Certification

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

Start Date: 4-10-18

End Date: 4-22-18

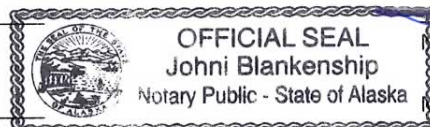
Other conspicuous location: Kasiloff Post Office

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Jacob Thom

Printed name of licensee



Signature of Notary Public in and for the State of Alaska

My commission expires: 9-20-2019

Subscribed and sworn to before me this 23rd day of July, 2018.



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

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

Section 1 – Establishment Information

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

Licensee:	SMOKING JOE'S TERPS CO.	License Number:	16511		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOE'S TERPS CO.				
Premises Address:	24276 Moraine Vista ST				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Kenai Peninsula Borough Date Submitted: 1-18-2018

Name/Title of LG Official 1: Borough Clerk Name/Title of LG Official 2: Johni Blankenship

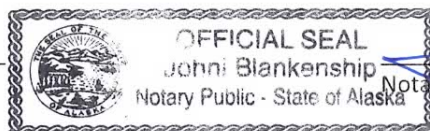
Community Council: _____ Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Jacob Thom

Printed name of licensee



My commission expires: 9-20-2019

Subscribed and sworn to before me this 23rd day of July, 2018.



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:	SMOKING JOE'S TERPS CO.	License Number:	16511		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOE'S TERPS CO.				
Premises Address:	24276 Moraine Vista ST				
City:	Kasilof	State:	AK	ZIP:	99610

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jacob Thom				
Title:	President				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



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 understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

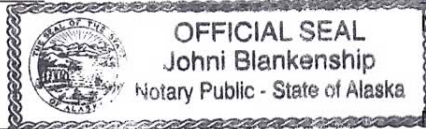
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

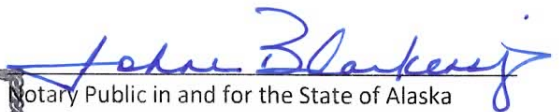
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee

Jacob Thom

Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 9-20-2019

Subscribed and sworn to before me this 23rd day of July, 2018.



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

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:	SMOKING JOE'S TERPS CO.	License Number:	16511		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SMOKING JOE'S TERPS CO.				
Premises Address:	24276 Moraine Vista ST				
City:	Kasilof	State:	Ak	ZIP:	99610

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Bert Nelson				
Title:	Vice President				
SSN:		Date of Birth:			



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 understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

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

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

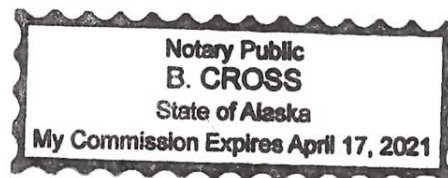
Notary Public in and for the State of Alaska

Bert Nelson

Printed name of licensee

My commission expires: April 17, 2021

Subscribed and sworn to before me this 23 day of July, 2018.



Alcohol & Marijuana Control Office

License Number: 16511

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: SMOKING JOE'S TERPS CO.

Business License Number: 1058934

Designated Licensee: Jacob Thom

Email Address: smokingjoesterps@gmail.com

Local Government: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 60.332000, -151.244000

Physical Address: 24276 Moraine Vista St
Kasilof, AK 99610
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10066546

Alaska Entity Name: Smoking Joe's Terps Co.

Phone Number: 907-715-1180

Email Address: smokingjoesterps@gmail.com

Mailing Address: 6857 S. Hangar Talk Cir
Wasilla, AK 99623
UNITED STATES

Entity Official #1

Type: Individual

Name: Jacob Thom



Phone Number: 907-715-1180

Email Address: smokingjoesterps@gmail.com

Mailing Address: 6857 S. Hangar Talk Cir.
Wasilla, AK 99623
UNITED STATES

Entity Official #2

Type: Individual

Name: Bert Nelson



Phone Number: 907-262-1658

Email Address: articman800@hotmail.com

Mailing Address: 42160 Hazel CRT.
Soldotna, AK 99669
UNITED STATES

Note: No affiliates entered for this license.

COMMERCIAL LEASE

This lease agreement entered into on July 1st, 2017 between **Jacob Thom** referred to below as "Lessor," and **SMOKING JOE'S TERPS CO. SMOKING JOE'S TERPS CO.**, referred to as "Lessee," who has applied for a State of Alaska Standard Marijuana Cultivation Facility license for the below described premises:

In consideration of the rent provided for, and of the covenants and agreements contained in this Lease, Lessor demises and leases to Lessee the 66'x 80' shop premises located at 24276 Moraine Vista ST. Kasilof, AK 99610 to have and to hold the premises for a term of three (3) years, beginning at 12:00 noon on September 1, 2018 and ending at 12:00 noon on September 1, 2021 unless extended between the parties.

The terms and conditions of this Commercial Lease are as follows:

1. **Premises.** The 66'x80 shop building and Parking area around the shop located at 24276 Moraine Vista ST. Kasilof, AK 99610.

Rent. Lessee agrees to pay Lessor as base rent for the premises: \$23,750.00 per month for the balance of the lease term.

a. Rent shall be paid on the first of the month as directed by the lessor.

b. Lessee shall pay all electricity for the building that is used each month, garbage disposal, and heating bills for the building.

c. Lessee shall pay a late fee of 5% of the base rent for payment of rent past the fifth (5th) of the month.

d. A \$1,000.00 security/damage deposit has been paid by lessee to lessor.

3. **Use of Premises.**

a. Lessee shall use the premises for the operation of a standard marijuana cultivation facility that is permitted under Alaska state law and properly licensed by the State of Alaska and local governing body.

b. Lessee shall also be responsible for all business costs, charges and expenses of operating, maintaining, repairing, replacing, and insuring the premises, including but not limited to net costs and expenses of operating, repairs, lighting, cleaning, painting, stripping and securing insurance.

4. **Quiet enjoyment.** Lessor covenants that Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term, free from interference by the Lessor.

5. **Utilities.**

a. Tenant shall promptly pay all charges when due for utilities furnished to the premises including water, gas, electricity and any other utilities services, and tenant shall promptly pay all taxes levied in connection with utilities used on the premises. Landlord shall not be responsible or liable in any way for quality impairment, interruption, stoppage or other interference with any "utility service."

b. It is the intention of Lessor and the Lessee that the rent shall be paid at the rate of \$23,750.00 per month each and every month throughout the duration of this lease agreement.

6. **Repair.** Lessee shall keep the leased grounds free of all cans, bottles, fragments, debris and trash, and in good repair, and the Lessee will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order. Lessor shall not be obligated or required to make any repairs or do any work on or about the premises or any part of them. All portions of any building leased shall be kept in good repair by Lessee and at the end of the term, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable wear and tear and damage from fire or other casualty excepted. Lessor reserves the right to enter upon the premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make, by giving a 24-hour notice of the inspection.

Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect of the building, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in the premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause. However, this does not relieve lessor of liability if the building is defective because of lessor's actions.

Should the Lessee fail to make repairs agreed to under this Lease, the Lessor may enter the premises (as allowed under state law) and make such repairs and collect the cost from the Lessee. Except as specifically provided in this Lease, the Lessee will not make or permit to be made any alterations, improvements, additions or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.

7. **Indemnity & Insurance.** Lessee agrees to indemnify and hold Lessor harmless from the claims of any and all persons for bodily injury and property damage occurring upon the premises during the term of this Lease or any extension of it, provided the Lessor is not negligent. Lessee agrees to obtain and furnish at Lessee's expense a public liability insurance policy with a reputable insurance company, protecting Lessor from any and all such damages and claims, and agrees to have the policy endorsed to include Lessor as the additional insured. The policy or policies shall be with the following minimum limits:

\$1,000,000 for personal injury to one individual in any one accident or occurrence;

\$2,000,000 for personal injuries for all individuals, the result of any one accident or occurrence;

\$500,000 property damage to all persons resulting from one accident or occurrence.

Lessee will give to Lessor a copy of the liability insurance policy with the premium paid.

Lessor covenants and agrees to indemnify, hold harmless and defend lessee from and against all claims, losses and damages for personal injury or death, damage to property occurring on the premises, or Lessor's failure to pay taxes, liens, or assessments, arising out of Lessor's use or occupancy of the premises, or otherwise, arising out of Lessor's operation of the businesses or occupancy of the premises which pre-date the commencement of this Lease. This clause includes any Alaska Department of Environmental Authority, federal Environmental Protection Agency, the Alaska Department of Revenue, Internal Revenue Service, or other government entity or agency.

8. **Fire and Other Casualty.** In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same. If the unexpired portion of the term or any extension of it shall be two years or less on the date of such casualty and the cost of such repair or restoration exceeds 20% of the then replacement value of the damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within 30 days after the occurrence of such casualty, terminate this Lease. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this Lease by written notice to Lessee within 30 days after the occurrence of such casualty.

In the event the repairing and restoring of the buildings cannot be completed within four months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this Lease upon giving written notice to Lessor within 30 days from the date of occurrence of the casualty. From the date of such damage or destruction until the building has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee. Property Lessee stores in the demised premises shall be at the sole risk of Lessee.

Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of the loss.

9. **Improvements and Fixtures.** Lessee may at its own expense make such alterations, improvements, additions and changes to the premises, provided Lessee shall not, without the written consent of Lessor, tear down or materially demolish any of the improvements on the premises or make any material change or alteration in such improvements which, when completed, would substantially diminish the value of the premises. All shelving, trade fixtures, or other personal property of Lessee which it may have installed or placed at its

own expense on the premises may at any time be removed by Lessee provided Lessee shall repair any damage to the premises caused by such removal. Lessee agrees at Lessee's own cost and expense to keep the building on the premises well painted at all times.

10. **Assignment and Subletting.** Lessee agrees that it will not assign or sublet the leased premises in whole or in part without the written consent of Lessor, which consent shall not be unreasonably withheld. But such assignment or subletting will in no event release Lessee from its responsibility under the terms of this Lease.

11. **Default.** Lessee shall be considered in default under this lease for any of the following actions or occurrences:

a. Failure of Lessee to pay rent or any other sum due and owing Lessor pursuant to the provisions of this lease within ten (10) days after the expiration of written notice by Lessor to Lessee of such default, complying with Alaska Statute (A.S.) 09.45.105.

b. Failure by Lessee to comply with any of the covenants, terms and conditions of this lease within twenty (20) days after receipt from Lessor of notice to correct such failure.

c. Failure of Lessee to obtain the release of an attachment, garnishment, execution, or levy against the premises or loaned equipment or the business conducted by lessee on the premises within 72 hours after any such lien attaches.

d. Institution of bankruptcy, insolvency, receivership, or trusteeship proceedings, voluntary or otherwise, or an assignment for the benefit of creditors, by lessee.

e. Abandonment of the premises by lessee.

d. Death or disablement of lessee.

e. Assignment or sublease, of this Lease by Lessee without the written consent of the Lessor, which consent shall not be unreasonably withheld.

f. In the event of default by the lessee, lessor/landlord will not remove from the premises or take possession of any marijuana, and AMCO enforcement will be contacted immediately by the landlord.

12. **Lessor Remedies on Default.** Upon default in the terms and conditions of this Lease, Lessor may avail itself of the Forcible Entry and Detainer statutes of the State of Alaska (A.S. 09.45.060 et. seq.), and such other remedies as may exist in law or equity.

13. **Return of Premises Upon Termination.** Upon termination of this Lease by expiration of the term, or by election as above provided, or otherwise, Lessee shall return the premises to Lessor in the same condition as at the commencement of this Lease, ordinary wear and tear excepted.

14. **Non-Waiver of Eminent Domain and Condemnation.** If there is a partial taking of the demised premises by eminent domain, as the result of which the total leased premises is reduced by not more than 25%, the terms of this Lease will continue and Lessor at Lessor's expense will restore the remaining premises to a complete architectural unit with store front, signs and interior of equal appearance and utility as they had previous to the taking, but there will be a pro-rata reduction in the rent payable each month and Lessee will have no right to any of the proceeds of such taking. If, on the other hand, the taking exceeds 25% of the total leased premises, or in the event the improvements are condemned and ordered torn down or removed by lawful authority, then the terms of this Lease shall cease as of the date possession shall be taken by such authority, the rent will be apportioned as of the date of such taking.

15. In the event of default by lessee, the Lessor/landlord will not remove from the premises or take possession of marijuana, and AMCO enforcement will be notified immediately.

16. **Miscellaneous.**

a. **Notices.** All notices which are required to be given pursuant to this Lease shall be deemed sufficient if in writing and sent by either registered or certified mail or hand delivery as follows:

To Lessor: 6857 S. Hangar Talk Cir. Wasilla, AK. 99623

To Lessee: 6857 S. Hangar Talk Cir. Wasilla, AK. 99623

b. **Binding Effects.** This Lease shall be binding and shall inure to the benefit of Lessor and Lessee, their heirs, successors and assigns.

c. **Integrated Contract.** This lease contains the entire agreement and understanding between the parties hereto. From the date on which the form of this lease begins, this lease automatically supersedes and terminates all prior leases between lessee and lessor or the predecessors of lessee pertaining to the premises and loaned equipment. No amendment, addition, alteration, modification or waiver of any provision of this lease shall be of any effect unless in writing and signed by the parties hereto.

d. **Attorney's Fees.** In any proceedings to enforce this Lease, the prevailing party shall pay all reasonable costs, attorneys' fees and expenses that shall be made and incurred in enforcing the agreements of this lease.

e. **Applicable Law and Termination of Lease.** This Lease shall be interpreted according to the law of the State of Alaska, and any legal proceedings to enforce it shall be venued in the courts of the State of Alaska, Third Judicial District at Palmer, Alaska. After a Lease Agreement is mutually executed and in the event lessee, despite its best efforts, is unable to obtain a state marijuana license (or renewal of said license) and local use permits approvals for this site location, lessee shall, at lessee's election, be released from the terms of the lease and the security deposit and all Payments to the Landlord will be forfeited as its sole financial remedy cancelling this Lease Agreement.

DATED in, Alaska, this 23 day of July 2018

SMOKING JOE'S TERPS CO.
Lessee/Tenant

By: [Signature]
Jacob Thom
Its: President/CEO

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 23rd day of July 2018 before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared on behalf of **SMOKING JOE'S TERPS CO.**, Jacob Thom, to me known to be the person described in and who executed the above agreement, and he/she acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official notarial seal on the day, month, and year in this certificate first hereinafter written.



By: [Signature]
Notary Public in and for the State of Alaska
My commission expires: 9-20-2019

Likewise, if after the lessee's operation is up and running and in the future there are changes in the Law that make the business of lessee illegal, lessee shall be released from the terms of the lease agreement with forfeiture of the security deposit and all payments. Lessee agrees to give a thirty (30) day notice prior to terminating lease.

In witness, the parties have executed this Lease on the date below written.

DATED in, Alaska, this 23 day of July 2018.

Lessor, Jacob Thom

By: [Signature]
Jacob Thom

STATE OF Alaska)
) ss.
3d JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 23rd day of July 2018 before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jacob Thom, to me known to be the person described in and who executed the above agreement, and he/she acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official notarial seal on the day, month, and year in this certificate first hereinafter written.



By: [Signature]
Notary Public in and for the State of AK
My commission expires: 9-20-2019

PENINSULA CLARION

PO Box 3009, Kenai, AK 99611 - (907) 283-7551 - Fax (907) 283-3299

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

} SS:

Elizabeth A. Ulricksen being first duly sworn, on oath
deposes and says:

That I am and was at all times here in this affidavit
mentions, Supervisor of Legals of the Gatehouse/Peninsula
Clarion, a newspaper of general circulation and published
at Kenai, Alaska, that the advertisement, a printed copy of
which is hereto annexed was published in said paper on the
dates listed below:

Account No. 1000741276

Jacob Thom
68575 S. Hangar Talk Cir. Wasilla AK 99623 US

Ad # 8222948

Pub Date	Edition	Section	Page
01/17/2018	KEN PENINSULA CLARION	LEGAL NOTICES	B 2
01/24/2018	KEN PENINSULA CLARION	LEGAL NOTICES	B 2
01/31/2018	KEN PENINSULA CLARION	LEGAL NOTICES	B 2

X [Signature]
SUBSCRIBED AND SWORN to me before
this 24 day of February 2018.

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires October 7th 2019

**NEW STANDARD
MARIJUANA CULTIVATION
FACILITY LICENSE**

Smoking Joe's Terps Co. is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #16511, doing business as SMOKING JOE'S TERPS CO., located at 24276 Moraine Vista St, Kasilof, AK, 99610, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.
Pub: 1/17,24,31/2018 8222948/741276

