

Department of Commerce, Community, and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

August 28, 2025

Kenai Peninsula Borough

VIA Email: micheleturner@kpb.us; sessert@kpb.us; mjenkins@kpb.us; nscarlett@kpb.us; mboehmler@kpb.us; rraidmae@kpb.us; slopez@kpb.us; bcarter@kpb.us; jrasor@kpb.us; hmills@kpb.us

License Number:	40302
License Type: Limited Marijuana Cultivation Facility	
Licensee:	Kasilof River AeroGarden's LLC
Doing Business As:	Kasilof River Aero-Garden's
Physical Address:	22720 Yukon Rd Kasilof, AK 99610-1042
Designated Licensee:	Brian Ehlers
Phone Number:	907-690-0777
Email Address: Brianehlers79@gmail.com	

☑ New Application ☐ New Onsite Consumption Endorsement Application (Retail Only)

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

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

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

This application will be in front of the Marijuana Control Board at our September 17th-18th, 2025, meeting.

Sincerely,

Kevin Richard, Director

amco.localgovernmentonly@alaska.gov



Alcohol & Marijuana Control Office 550 W 7th Avenue, Sulte 1600 Anchorage, AK 93501 marijuana.licensing@alsska.gov https://www.commerce.alaska.gov/web/arpco Phone: 907.269.0350

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet <u>must</u> be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 - Establishment Information

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

Licensee:	Kasilof River AeroGarden's LLC	f River AeroGarden's LLC License Number:		40302	
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Kasilof River Aero-Garden's				
Physical Address:	22720 Yukon Rd				
City:	Kasilof State: AK Zip Code:		Zip Code:	99610 - 1042	
Designated Licensee:	Brian Ehlers				
Email Address:	brianehlers79@gmail.com				

Section 2 - Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Form MJ-08: Local Government Notice
	Form MJ-08: Local Government Notice Public Notice: Local Government
	上W 1 8 2025
	Dept. of Commerce AMCO

OFFICE USE ONLY				
Received Date: Payment Submitted Y/N: Transaction #:				



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

Form MJ-08: Local Government Notice

Why is this form needed?

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

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

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application. Licensee: Kasilof River AeroGarden's LLC License Number: 2211624 1 8 2025 License Type: Limited Marijuna Cultivation Facility Doing Business As: Kasilof River Aero-Garden's Premises Address: 22720 Yukon Road City: Vacilof State: Alaska 719: 99610-1042

City.	Nasiloi		Jeacc.	Alaska	2.11.	39010-1042
	Sec	ction 2 - Certifica	tion			
application to the	met the local government notice following local government (LG) of	fficial(s) and community cour		cable):		
Local Government	(5): Kanae Peninsa	ula borough		_ Date Subm	itted:	5-9-25
Name/Title of LG	Official 1. SUELLEN CSS	h Club Name/Title	of LG Officia	12:		- 0 nc
Community Counc		ly		Date Subm	itted:	2-4-25
(Municipality of And	horage and Matanuska-Susitna Borou	gh (fily)				
You must be able	to certify the statement below.	Read the following and ther	n sign your i	nitials in the	ox to th	e right: Initials
application, and I other documents response in this a denying or revok	nat I am the person herein named know the full content thereof. I do submitted are true and correct. I upplication, or any attachment, or ong a license/permit. I further underly an application and commit the or	eclare that all of the informa understand that any falsifica documents to support this a erstand that it is a Class A mi	ition contain ition or miss pplication, i sdemeanor	ned herein, an epresentation s sufficient gr	d eviden of any i	ce or BE
Brian Ehlers		Frie.	aller			* NOTARY
Printed name of lie	censee	Signature of licens	see			PUBLIC
[Form MJ-08] (rev 3,	/24/2022)			Min	MCL	west from morning
				Kena	, HL	06-3-2026



Public Notice

Application for Marijuana Establishment License

License Number: 40302 License Status: Initiated

License Type: Limited Marijuana Cultivation Facility

Doing Business As: Kasilof River Aero-Garden's

Business License Number: 2211624

Email Address: brianehlers79@gmail.com Latitude, Longitude: 60.310012, -151.210300

Physical Address: 22720 Yukon Rd

Kasilof, AK 99610-1042 UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10302203

Alaska Entity Name: Kasilof River AeroGarden's LLC

Phone Number: 907-690-0777

Email Address: brianehlers79@gmail.com

Mailing Address: P.O. Box 1042

Kasilof, AK 99610-1042 UNITED STATES

Entity Official #1

Type: Individual Name: Brian Ehlers

Phone Number: 907-690-0777

Email Address: brianehlers79@gmail.com

Mailing Address: P.O. Box 1042

Kasilof, AK 99610-1042

UNITED STATES

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at

https://www.commerce.alaska.gov/web/amco. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE



JUN 1 8 2025

Dept of Commerce AMCC



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

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Physical Address:	22720 Yukon Rd				
City:	Kasilof	State:	AK	Zip Code:	99610 - 1042
Designated Licensee:	Brian Ehlers				
Email Address:	brianehlers79@gmail.com				

Section 2 - Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Publisher's Affidavit	
		RECEIVED
		.HJN 1 8 2923
		Dapt. of Commerce AMCO

OFFICE USE ONLY			
Received Date:	Payment Submitted Y/N:	Transaction #k	

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA, STATE OF ALASKA

SS:

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

> Marijuana License 05/16/25 05/23/25 05/30/25

SUBSCRIBED AND SWORN before me on this

day of 1/1/1/1 , 2025

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 10/19/27.

NOTARY PUBLIC DONNA K SCHRADER STATE OF ALASKA

My Commission Expires October 19, 2027

Kasilol River Aero Garden's LLC is applying under 3 AAC 306.400(a)(2) for a new Limited Marijuana Cultivalion Facility license, license #40302, doing business as Kasilof River Aero-Garden's, located at 22720 Yukon Rd, Kasilof, AK, 99610-1042, 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 & Marijuena Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at https://www.commerce.aleska.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: 5/16,5/23,5/30 2025

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AIN 18 2025

Dept. of Commerce AMCO

SOUND PUBLISHING INC.

PO Box 930 Everett, WA 98203

ADVERTISING STATEMENT & INVOICE

BILLING PERIOD	ADVERTISER/CLIENT NAME
May-25	Kasilof River Aero Gardens
TOTAL AMOUNT DUE	TERMS OF PAYMENT
\$0.00	Net 30 Days

05/30/25	ACCOUNT NUMBER 256589	1013544	CLARION
The College of the Co	ACCOUNT NAME AND Kasilof River Aero		QUESTIONS For billing inquiries, please call 1-800-485-4920
PO BOX 10 42 Kasilof, AK 99610			For questions regarding rates, sizes or ad charges, please call your local sales representative.
			Pay past due balance immediately

A FINANCE CHARGE OF 1,5% WHICH IS A ANNUAL RATE OF 18% WILL BE ADDED TO ACCOUNTS OVER 30 DAYS

THE INVOICE/STATEMENT SHALL BE DEEMED CORRECT UNLESS ADVISED IN WRITING WITHIN 30 DAYS OF BILLING DATE

W/12.50	DESCRIPTION-OTHER COMMENTS/CHARGES	Size	Rate	NET AMOUN
05/16/25	Marijuana License	2x3	10.97	\$197.4
05/23/25				
05/30/25				
			-	
	Affidavit			\$11.15
	Sales Tax			\$12.52
	thank you for your payment			-\$221.13
	PLEASE DETACH AND RETURN BELOW WITH YOUR REMITTANCE			\$0.00
				w O

BILLING PERIOD	ACCOUNT NUMBER	2 1 20 20 25 PM	ADVERTISER/CLIENT NAME
May-25	256589		

SOUND PUBLISHING INC.

4	REMIT TO LEADING	97
Sound Pul	lishing, Inc	
PO Box 93	0	
Everett, W	A 98203	

How to pay your bill: PC or Telephone banking through your financial institution. By credit card, please call 1-800-489-3390 By check payable to Sound Publishing, Inc.



JUN 1 8 2025

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Alcohol & Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 marijuana.licensing@alaska.gov https://www.commerce.alaska.gov/web/amco Phone: 907.269,0350

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License Type:	Limited Marijuana Cultivation Facility					
Doing Business As:	Kasilof River Aero-Garden's					
Physical Address:	22720 Yukon Rd					
City:	Kasilof	State:	AK	Zip Code:	99610 - 1042	
Designated Licensee:	Brian Ehlers					
Email Address:	brianehlers79@gmail.com					

Section 2 - Attached Items

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Attached Items:	Entity Documents
	JUN 1 8 2025
	Dept. of Commerce AMCO

	OFFICE USE C	NLY		
Received Date:	Payment Submitted Y/N:		Transaction #:	

Single-Member LLC Operating Agreement of Kasilof River AeroGarden's LLC

1. COMPANY. This LLC Operating Agreement ("Agreement") entered as of the undersigned date shall take effect on May 11 2025, between the Company and its Members mentioned herein:

a.) Formation Details.

Company Name: Kasilof River AeroGarden's LLC

Principal Address: 22720 Yukon Road, Kasilot, Alaska, 99610-1042

State of Formation: Alaska

Date of Formation: February 22 2025

- b.) Tax Classification. The Company shall be classified for tax purposes as a(n) Tax code 280E, Campabis.
- c.) Business Purpose. Limited Marijuana Cultivation Facility
- d.) Term. In Perpetuity.
- e.) Fiscal Year-End (Tax Purposes). The last day of the month of December.
- 2. SINGLE MEMBER. The Company is formed with a single Member known as:

Name: Brian Ehlers Ownership: 100%

Mailing Address: P.O. Box 1042, Kasilof, Alaska, 99610-1042

Hereinafter known as the "Member." The Company is owned solely and in its entirety by the Member. In consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member and the Company agree as follows:

3. MEMBER DECISIONS.

- a.) Business Decisions. Business decisions related to the Company's activities, finances, and management shall be made solely by its Member unless a Manager is selected to bandle its affairs.
- b.) Amending this Agreement. Any amendments to this Agreement shall be made solely by the Member.
- c.) Adding New Members. Adding new Members to this Company shall be made solely by the Member.
- d.) Dissolving the Company. To dissolve the Company and cease business activities, this shall be made solely by the Member.
- MANAGEMENT. Any and all decisions of the Company shall be made by the Member.
- 5. DISTRIBUTIONS. Company profits shall be distributed a the Member's sole discretion.

Page 1

Capt. of Commerce

- **6. MEETINGS**. Company meetings shall be held, with all Members expected to be present, only when required or called upon by the Members.
- 7. PROFITS AND LOSSES. The allocation of profits and losses of the Company shall be shared and paid to the Member. If additional Members are added, such allocation of profits and losses shall be shared in accordance with the Company's ownership interest.
- **8. CAPITAL CONTRIBUTIONS.** The Member agrees to make the following Capital Contribution(s) to the Company: The member will make a capital contribution of \$50,000 for initial start up cost and to sustain LLC for the first 3 months of business.
- 9. LIABILITY. The Member, and any authorized person acting under the management of the Company, or under the capacity of any officer, director, stockholder, partner, member, affiliate, employee, agent, or representative of the Company ("Covered Person") shall not be liable to the Company or any Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in their respective capacity, so long as such action or omission does not constitute fraud or willful misconduct. This Agreement is not intended to, and shall not, create or impose any fiduciary duty on any Covered Person. Each Member and the Company hereby waive any fiduciary duties that, absent such waiver, may be implied by Governing Law, and in doing so, acknowledge and agree that the duties and obligations of each Covered Person to each other and the Company are only as expressly outlined in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing or at law or in equity, are agreed by each Member to replace such other duties and liabilities.
- 10. INDEMNIFICATION. The Company will indemnify any person who was or is a defendant or is threatened to be made a defendant in a pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) because the person is or was a member, employee, or agent of the Company, or is or was serving at the request of the Company. This indemnification covers expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding, provided that the member determines that the individual's actions were in or not opposed to the best interest of the Company and, with respect to any criminal action or proceeding, the individual had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest does not, by itself, create a presumption that the person did or did not act in good faith and in a manner they reasonably believed to be in the best interest of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was lawful.
- 11. DISSOLUTION. At the Member's decision, the affairs of the Company may be wound down and dissolved. Upon the dissolution of the Company, it shall immediately commence to wind down its affairs and for the Member to liquidate, sell, or transfer the business operations and assets of the Company. If debts are owed at the time of dissolution, the Company is obligated to pay creditors first before distributing cash, assets, and/or initial capital to the Member or any other economic interests.
- 12. AMENDMENTS. Amendments to this Agreement can be made if signed and dated by the Membersand attached to this Agreement.
- Dept. of Commerce 13. SEVERABILITY. In the event that any provision of this Agreement shall be declared to be invalid.

 illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity,

legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

14. DEFINITIONS.

- a.) <u>Capital Contributions</u>. The Member may make an initial capital contribution, although there is no obligation to make such a contribution. If made, the Member shall not receive interest on any contributions, and the capital account will reflect such contributions, profits, losses, and distributions. Return of any capital contributions, if made, will be at the Member's discretion. Any contributions made are not considered loans to the Company.
- b.) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the statutory laws, regulations, and rules of the State of Formation without giving effect to any choice or conflict of law provision or rule, whether of the State of Formation or any other jurisdiction.
- c.) <u>Registered Agent</u>. The registered agent and office of the Company shall be the same as recorded and filed with the Secretary of State. Such details were recorded and filed with the Secretary of State on the formation documents or when filing an annual report.
 - i. <u>Service of Process</u>. The registered agent and office of the Company shall serve as the service of process. As required by Governing Law, the registered agent shall meet the requirements of being open to accept notices.
- d.) <u>Secretary of State</u>. Refers to the office or department where the Company is registered in State of Governing Law. The term "Secretary of State" is a general title, whether or not it exists in the State of Governing Law or if the Secretary of State's office is responsible for the formation of business entities.
- e.) <u>Management</u>. The Company's business and affairs shall be managed, operated, and controlled by or under the selection made in Section 4. Such management shall have full authority to take necessary actions to achieve the Company's objectives. Such actions make legally bind the Company into certain agreements and contracts. No other individual or entity has the authority to act on behalf of the Company unless specific written authority has otherwise been granted.
 - i.) Manager's Compensation. If a Manager is selected to make decisions on behalf of and for the Company, and they shall be compensated, the payment made by the Company to the Manager is for their services performed. Such compensation can be changed at any time, whether or not it is amended in this Agreement.
- f.) <u>Member</u>. The Member mentioned herein is the sole owner of the Company. Unless this Agreement is amended, the Member owns the Company in its entirety.
- g.) <u>Purpose</u>. The business purpose is written in this Agreement for documentation reasons only. The Company is entitled to perform, engage, or be associated with any legal business purpose legal under law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BrunElle Date: 5/11/25

Member's Signature:

Print Name: Brian Ehlers

JUN 1 8 2025

Dept. of Commerce AMCO

Alzaka Businese Lipense # 2211624

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing PO Box 110806, Juneau, AK 99811-0806

This is to certify that the owner

Kasilof River AeroGarden's LLC

is licensed by the department to do!business as

Kasilof River Aero-Garden's

P.O. Box 1042, Kasilof, AK 99610-1042

for the period

February 22, 2025 to December 31, 2025 for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting

JUN 1 & 2025

Sept. of Commerce

AMICO



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

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

Julie Sande Commissioner



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

Form MJ-00: Application Certifications

Why is this form needed?

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

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

Section 1 - Establishment Information

Licensee:	Kasilof River AeroGarden's LLC License Number: 40302					
License Type:	Limited Marijuana Cultivation Facility					
Doing Business As:	Kasilof River Aero-Garden's					
Premises Address:	22720 Yukon Road					
City:	Kasilof State: Alaska ZIP: 99610-10					1042
ter information for the Name:	Brian Ehlers					
	Section 2 – Individual Info	rmatio				
Title:	Owner/Operator					
	Section 3 – Other Lice	nses				
wnership and financial i	interest in other licenses:				Yes	No
	ave or plan to have an ownership interest in, or a direct establishment license?	or indi re ct f	inancial inter	est in		V
If "Yes", which license	numbers (for existing licenses) and license types do yo	ou own or p	lan to own?			
			REC		MBD)	
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Dept. of Commerce AMCO



Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 marijuana licensing@alaska.gov

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

Alaska Marijuana Control Board

Form MJ-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.	BE
I certify that I am not currently on felony probation or felony parole.	BE
I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.	BE
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.	BE
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.	BE
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.	BE
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).	BE
I certify that my proposed premises is not located in a liquor licensed premises.	BE
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.	ВЕ
l certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.	BE
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.	BE



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

Form MJ-00: Application Certifications

Read each line below, and then sign your initials	in the box to the right of each statement:	Initials
certify and understand that I must operate in cor Development's laws and requirements pertaining	npliance with the Alaska Department of Labor and Workforce to employees.	BE
certify and understand that I must operate in cor and ordinance of this state and the local government	mpliance with each applicable public health, fire, safety, and tax o ent in which my premises is located.	ode BE
	In the box to the right of <u>only the applicable statement:</u> Is form is accompanying an application for a marijuana testing	Initials
	irect or indirect financial interest in a retail marijuana store, a ma	
Only initial next to the following statement if thi marijuana cultivation facility, or a marijuana pro	is form is accompanying an application for a <u>retáil marijuana st</u> ducts manufacturing facility license:	ore, a
certify that I do not have an ownership in, or a d	lirect or indirect financial interest in a marijuana testing facility lid	BE
All marijuana establishment license applicants:		
application, and I know the full content thereof. I documents submitted are true and correct. I unde this application, or any attachment, or documents	d and subscribing to this application and that I have read the comp declare that all of the information contained herein, and evidence erstand that any falsification or misrepresentation of any item or re to support this application, is sufficient grounds for denying or re iss A misdemeanor under Alaska Statute 11.56.210 to falsify an ap	or other esponse in voking a
Brian Ehlers	A CALLON	HEW C. SA
Printed name of licensee	Signature of licensee	NOTARY
	Dept. of Commerce	E OF ALAS
(Form MJ-00) (rev 3/1/2022)	Myst Charles AK	Page 3 of 3



Alcohol & Merijuana Control Office 550 W 7th Avenue, Sulle 1600 Anchorage, AK 99501

marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
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City:	Kasilof	State:	AK `	Zip Code:	99610 - 1042
Designated Licensee:	Brian Ehlers				
Email Address:	brianehlers79@gmail.com				

Section 2 - Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Form MJ-01: Marijuana Establishm Operating Plan Attachment 3.2. (Visitors Log) Attachment 3.3. (Kasilof River Aero-	
	ID/Visitor Badge) Attachment 9.1. (Facility Signage) Attachment 9.2. (Business Logos)	RECEIVE
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OFFICE USE ONLY						
Received Date:		Payment Submitted Y/N:		Transaction #:		



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

manijuana.licensing@alaska.gov https://www.commerce.alaska.gov/web/amco

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Why is this form needed?

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

What must be covered in an operating plan?

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

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

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

Section 1 - Establishment & Contact Information

Licensee:	Kasilof River AeroGarden's LLC MJ			License #: 40302		2	
License Type:	Limited Marijuana Cultivation Facility						
Doing Business As:	Kasilof River Aero-Garden's						
Premises Address:	22720 Yukon Road	2720 Yukon Road					
City:	Kasilof		State:	Alaska	ZIP:	99610-1042	
Mailing Address:	P.O. Box 1042						
City:	Kasilof		State:	Alaska	ZIP:	99610-1042	
Designated Licensee:	Brian Ehlers			10)19	الم إلي الم	NVARID)	
Main Phone:	907-690-0777	Cell Ph	one:	907-69	0-077	7	
Email:	brianehlers79@gmail.com				JUN 1 E	2025	

Dept. of Commerce



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:

The proposed Limited Marijuana Cultivation Facility has a gated 800' driveway with call numbers to gain access onto the property. The gate will remain locked at all times. All exterior exit doors are commercial, steel doors that will remain locked from the outside. Once permission to access the property has been approved, access will only be granted into the marijuana facility to inividuals providing a valid Marijuana Handlers permit in good standing order. Exterior doors automatically lock when closed.

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:

All visitors must schedule visits in advance. All visitors will be met at the locked front entrance where they will provide a valid drivers license and/or Marijuana Handlers Permit in good standing order. Visitors name and license number, along with the date, time and badge number will be recorded on the log sheet prior to visitors pass being issued. No one under the age of 21 will be allowed past the entrance area. After a visitors badge is issued, a designated manager or representative will escort the visitor throughout the facility. At no time will a visitor be outside a 10 foot radius from the representative. No more than 5 tags will be issued at one time. If more than two visitors are on the premises at the same time, more than 1 authorized agent for Kasilof River Aero-Garden's must be onsite.

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

A visitors log will be maintained at the locked enclosed entrance area. All visitors will sign in next to the company agent. The log will also contain date, time, badge number and license/ID number.

See attachment 3.2. (Visitors log)

All visitors must schedule visits in advance. All visitors will be met at the locked front entrance where they will provide a valid drivers license and/or Marijuana Handlers Permit in good standing order. Visitors name and license number, along with the date, time and badge number will be recorded on the log sheet prior to visitors pass being issued. No one under the age of 21 will be allowed past the entrance area. After a visitors badge is issued, a designated manager of the presentative will escort the visitor throughout the facility. At no time will a visitor be outside a 10 foot radius from the representative. No more than 5 tags will be issues at one time. If more than two visitors are on the premises at the same time, more than 1 authorized agent for Kasilof River.

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License*40302



Form MJ-01: Marijuana Establishment Operating Plan

See attachment 3.3. (Kasilof River Aero-Garden's	ID/visitor badges)
	•
curity Alarm Systems and Lock Standards (3 AAC 306.71	
acility will have exterior LED lights surround	escribe how the exterior lighting will meet this requirement: ling the perimeter of the building, Lighting will be
ontrolled via motion, and photo cell for day a sision capabities in the case of lighting failure	and night use. Al surveillance carrenas will have night

License #40302

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Form MJ-01: Marijuana Establishment Operating Plan

.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed remises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all egulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or gent when the alarm system alerts of an unauthorized breach:
Alarm system will cover all entrances/exits, and fire alarms. There are no windows in the building. Alarm system will be monitored by owner, empolyees, as well as 3rd party monitoring. Upon a after his tripped door, window or fire alarm sensor the owner will assess situation and reset alarm via control panel. In the case of emergency proper authorities and or first responders will be contacted if owner cannot respond to alarm 3rd party monitoring will contact proper authorities. If alarm happens during business hrs owner or employee will assess situation, reset alarm via control pane or contact proper authorities if needed.
.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:
All employees will be thoroughly vetted before hire to unsure proper standards are met. Products while in storage will remain in locked containers. All areas containing maijuana and or marijuana product will be under constant surveillance and monitored for any questionable actions.
.7. Describe your policies and procedures for preventing loitering:
Loitering is not allowed before, during or after business hours. The only time anyone is allowed on the premises is to work or view the facility with a pre-approved visitors pass.
Dept of Cemmerce AMCO
ou must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

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.

BE

License # 40302



Video Surveillance (3 AAC 306.720):

Form MJ-01: Marijuana Establishment Operating Plan

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

BE

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

BE

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



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

All entrances/exits will have a camera mounted opposite of doorway at a elevated position with a downward angle to get a clear view of persons entering/exiting doorways.

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:

Security control room/office is located past the main entrance, up a staircase, and behind a locked solid wood door. The main entrance is under surveillance as well as midway up the stairs clearly showing the entire body and face of anyone who enters the entrance/exit door or goes up the stairs. All hard drives, critical data, and records will be stored behind locked security control room/office, employees, AMCO officer, or law enforcement will have access to security control room/office. This room will remain locked unless in use but has means to lock door from the inside.



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License #40302

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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);	BE
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;	BE
C.	the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;	BE
d.	records related to advertising and marketing;	BE
e.	a current diagram of the licensed premises, including each restricted access area;	BE
f.	a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;	BE
g.	all records normally retained for tax purposes;	BE
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;	BE
i.	transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and	BE
j.	registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.	BE
ho	2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. D w you will prevent records and data, including electronically maintained records, from being lost or destroyed:	
(H U Si	Il records will be locked securely in the security control room/office in fire proof filing cabinet domek GS00727021 Steel 2 door locking cabinet)Electronically maintained records will have ps on removable SSD hard drives that will be stored in a fire proof safe. Where applicable a econd set of documents/files will be kept off site at owner/manager home. Electronic accountil be performed using Quick Books, which is accessed through internet from a PC with accessed.	e back
"	in be penormed using Quick Books, which is accessed through internet from a PC with accessed through the policy of the poli	
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License# 40302



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.	BE
5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.	BE
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.	BE
Section 6 - Employee Qualification and Training	
Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment vells, 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 marijuana establishment.	
You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box:	Initials
6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.	BE
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.	BE
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.	BE
6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course	±):
Kasilof River Aero-Garden's will provide detailed SOP's on all aspects of daily duties including proper plant care for varying growth phases, growing conditions and climate control, substrate initial planting, mature plants and clone, plant measurement guidelines at all development state fertilization guidelines and schedules, nutrient deficiency prevention, insect/bacteria/fungus prevention, plant harvesting protocols, waste management protocols, cannabis inventory management, cannabis inventory control protocols, and including proper work environment by	e for ges,
All SOP's will be readily available to all employees.	0

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Form MJ-01: Marijuana Establishment Operating Plan

Section 7 - Health and Safety Standards

REAREM CITE FEMBLICATION OF THE SOUTH STATE SOUTH STAT	
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.	BE
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.	BE
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.	BE
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).	BE
Answer "Yes" or "No" to each of the following questions:	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 Mi-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 required by 3 AAC 306.735(b)(2):	e, as
Section 8 – Transportation and Delivery of Marijuana and Marijuana Productive 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 describe type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product.	ption of
All marijuana products will be properly weighed, labled with corresponding product/package N tags, vacuum sealed with total package weight, and locked in black plasic totes. All packages include the necessary manifests and paperwork for delivery per state regulations. All products be transported in a locked compartment for safe travels and delivery. Or delivered with a certification.	letric will
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License # 40302

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Form MJ-01: Marijuana Establishment Operating Plan

ou must be able to certify each statement below. Read the following and then sign your initials	in the corresponding box:	Initials
3.2. The marijuana establishment from which a shipment of marijuana or marijuana product that any individual transporting marijuana shall have a marijuana handler permit require		BE
3.3. The marijuana establishment that originates the transport of any marijuana or marijuana marijuana inventory tracking system to record the type, amount, and weight of marijuan being transported, the name of the transporter, the time of departure and expected delimodel, and license plate number of the transporting vehicle.	na or marijuana product	BE
4.4. The marijuana establishment that originates the transport of any marijuana or marijuana a complete printed transport manifest on a form prescribed by the board must be kept we marijuana product at all times during transport.		BE
5.5. During transport, any marijuana or marijuana product will be in a sealed package or contained and secure storage compartment in the vehicle transporting the marijuana or marijuana package will not be opened during transport.	tainer in a locked, safe, product, and the sealed	BE
6. Any vehicle transporting marijuana or marijuana product will travel directly from the shi establishment to the receiving marijuana establishment, and will not make any unneces except to deliver or pick up marijuana or marijuana product at any other licensed marijuana	sary stops in between	BE
1.7. When the marijuana establishment receives marijuana or marijuana product from anoth establishment, the recipient of the shipment will use the marijuana inventory tracking s amount, and weight of marijuana or marijuana product received.		BE
3.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijua accompanied by the transport manifest.	na product that is not	BE
Section 9 – Signage and Advertising		
eview the requirements under 3 AAC 306.770.		
1.1. Describe any signs that you intend to post on your establishment, including quantity, dimenstablishment (photos or drawings may be attached):	ensions, graphics, and location	on on you
No person under 21 signage x 3 (10" x 20") Restricted Access signage x 3 (10" x 20") Exit and emergency exit signage x 3 (10" x 20")		
Posted on all three entrances. (East facing main entrance/exit, and East emergency exits.)	t and West facing	KID)
See attachment 9.1. (Facility Signage)	JUN 1 8 2025	:
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	AMCO	00

License # 40302



Form MJ-01: Marijuana Establishment Operating Plan

e attachment 9.2. (Business logos)								
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					•			
								_
reby certify that I am the person herein nam	ed and sub:	scribing to t	his applicatio	n and that I	ave read th	e complete	e [_	
lication, and I know the full content thereof. er documents submitted are true and correct							BE	٥
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License # 40562_

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Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):	
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	DE GEORGE
	JUN 1 8 2025
	Dept. of Commerce
	AMCO

Form MI-011 (rev 3/1/2022)

AMMAN

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License # 40302

Attachment 3.2. (Visitors Log)

Kasilof River Aero-Garden's Visitors Log

Visitors must be 21 years old

Visitor Name	Lic/ID#	Badge	B B Rep	Date	Time In	Time Ou
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JUN 1 8 2025

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Attachment 3.3. (Kasilof River Aero-Garden's ID/Visitor Badge)

KASILOF RIVER
AERO-GARDEN'S

Brian Ehlers

MHP# 11481

DOB: 1/16/1979

Expires: 4/24/2027



KASILOF RIVER

AERO-GARDEN'S

License # 40302 License # 221162

P.O. Box 1042 Kasilof AK 99610

brianehlers79@gmail.com

907-690-0777

KASILOF RIVER AERO-GARDEN'S ID & VISITORS BADGE

KASILOF RIVER

AERO-GARDEN'S

Visitor Badge

(0)

KASILOF RIVER

AERO-GARDEN'S

License # 40302 License # 221162

P.O. Box 1042 Kasilof AK 99610

brianehlers79@gmail.com

907-690-0777

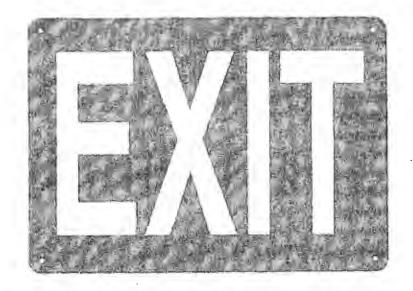
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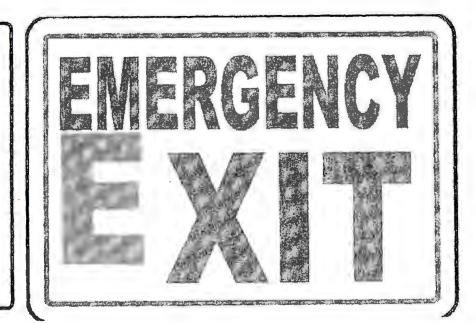
Dent. of Commerce AMCO

RESTRICTED LAREA

NO UNAUTHORIZED PERSONNEL BEYOND THIS POINT



NO PERSONS UNDER 21 ALLOWED









Form MJ-02: Premises Diagram

Section 2 - Required Information

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

The following details must be included in all diagram	ns;	
License number and DBA	_	•
Legend or key		
Color coding	•	
Licensed Premises Area Labeled and Sha	aded, or Outlined as appropriate	
Dimensions		
Labels		•
☐ True north arrow		
The following additional details must be included in	n Diagram 1:	
Surveillance room		
Restricted access areas		
Storage areas		
Entrances, exits, and windows, including	g walk-up or drive-through exterior	window for marijuana retail
establishments	P com ab a crise made a crisine.	total for that you have for the
Walls, partitions, and counters		
Any other areas that must be labeled fo	or specific license or endorsement t	vpes .
** Serving area(s)	•	
**Employee monitoring area(s)		
**Ventilation exhaust points, if applicat	ble	
The following additional details must be included in	n <u>Diagram 2</u> :	
Areas of ingress and egress		
Entrances and exits		
Walls and partitions		White the Committee of
The following additional details must be included in	Diagrams 3 and 4:	SAMI
	· Broblems 3 and 4.	NOTAR.
Areas of ingress and egress		A MOIANT
Cross streets and points of reference		Punic
The following additional details must be included in	n <u>Diagram 5</u> :	W. OBLIO
Areas of ingress and egress		THE CENT SENTE
☐ Entrances and exits		O Manufation
Walls and partitions		Mutt Dunett
Cross streets and points of reference		Must Donett 3-26
thereby possification the nomen beauty possed and and		miqai,
I hereby certify that I am the person herein named and sul application, and I know the full content thereof. I declare I		
documents submitted are true and correct. I understand t		
in this application, or any attachment, or documents to su	connect this application, is sufficient group	nds for donuing occayoking
a license/permit. I further understand that it is a Class A m application and commit the crime of unsworn falsification.	nisdemeanor under Alaska Statute 11.56	5.210 to falsity an (二) 上) () (] [] ()
application and commit the crime of unsworn falsification.	· n · -	
D. L. ELL	J. S.	//,
Brian Ehlers	Julia C	JUN 1 8 2025
Printed name of licensee	Signature of licensee	
[Form MJ-02] (rev 8/14/2023)	40000	Dept. of Commissionse

License # 40302

AMCO



Form MJ-02: Premises Diagram

Section 3 - Cultivation Applicants ONLY

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

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

There will be a total of 486.50 square feet under canopy. Approximatley 80% will be flowering with the balance being mother plants, vegetive plants and clones.

See attachment 3.1. (Under Canopy) for best description.

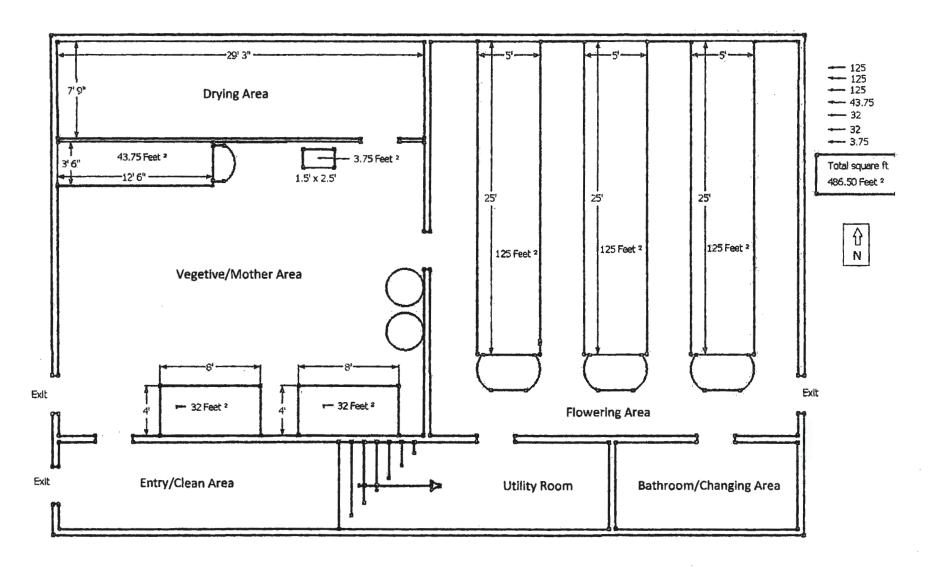


JUN 1 6 2025

Dept. of Commerce AMCO

Kasilof River AeroGarden's LLC License # 221162 DBA Kasilof River Aero-Garden's License # 40302

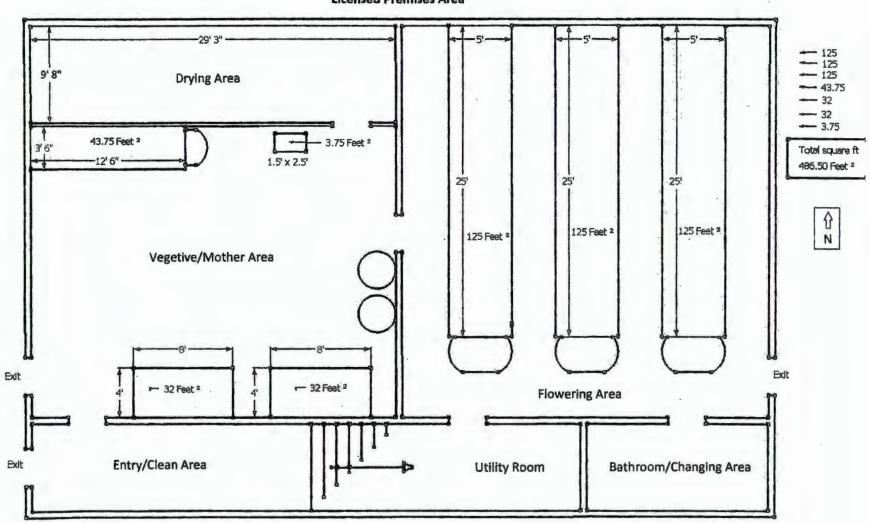
Attachment 3.1. (Under Canopy)



Kasilof River AeroGarden's LLC License # 221162 DBA Kasilof River Aero-Garden's License # 40302

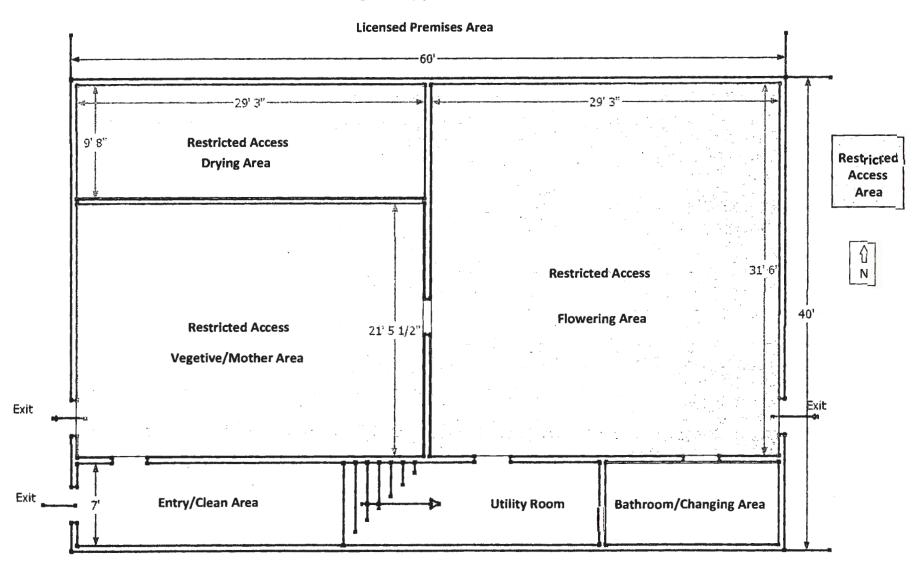
Diagram #1 (A)

Licensed Premises Area



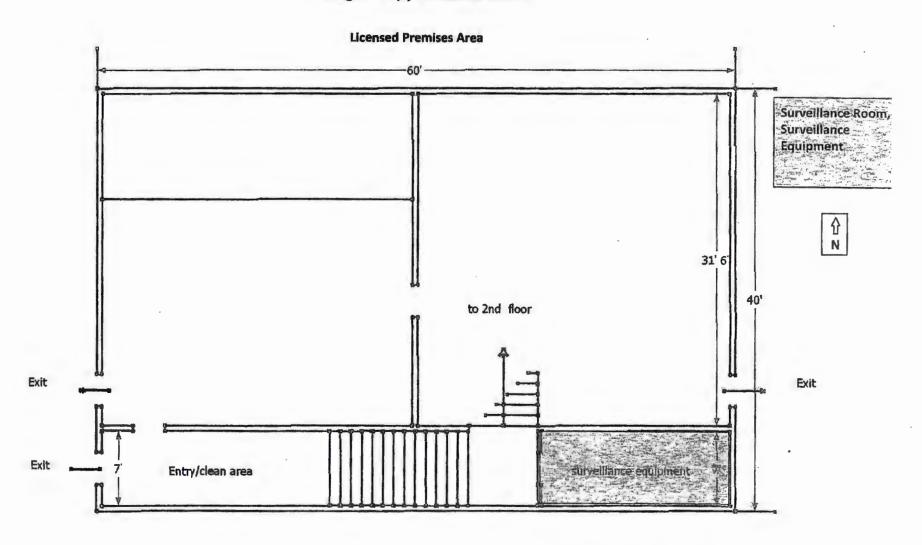
Kasilof River AeroGarden's LLC License # 221162 DBA Kasilof River Aero-Garden's License # 40302

Diagram #1 (B) Restricted Access

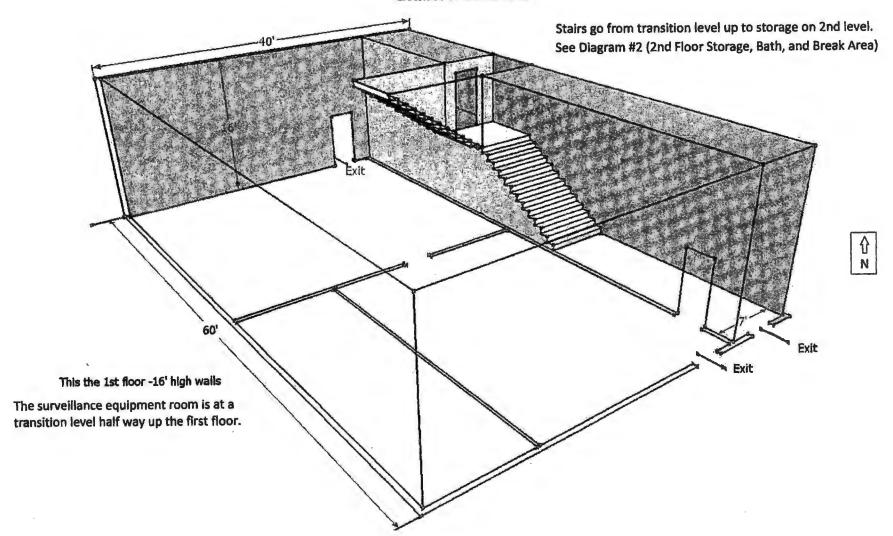


Kasilof River AeroGarden's LLC License # 221162 DBA Kasilof River Aero-Garden's License # 40302

Diagram #1 (C) Surveillance Room 1



Kasilof River AeroGarden's LLC License # 221162 DBA Kasilof River Aero-Garden's License # 40302 Diagram #1 (D) Surveillance Room 2 Licensed Premises Area



Kasilof River AeroGarden's LLC License # 221162 DBA Kasilof River Aero-Garden's License # 40302 Diagram #2 (2nd Floor Storage, Bath, and Break Area)

Licensee has legal right of possession Storage Storage Storage Bath Bath Storage 39: 40 Break Area Break Area Storage Storage 16'4" 16 4

Diagram #3 (As-Built)

Kasilof River AeroGarden's LLC License # 221162

CERTIFICATION:

DBA Kasilof River Aero-Garden's License # 40302

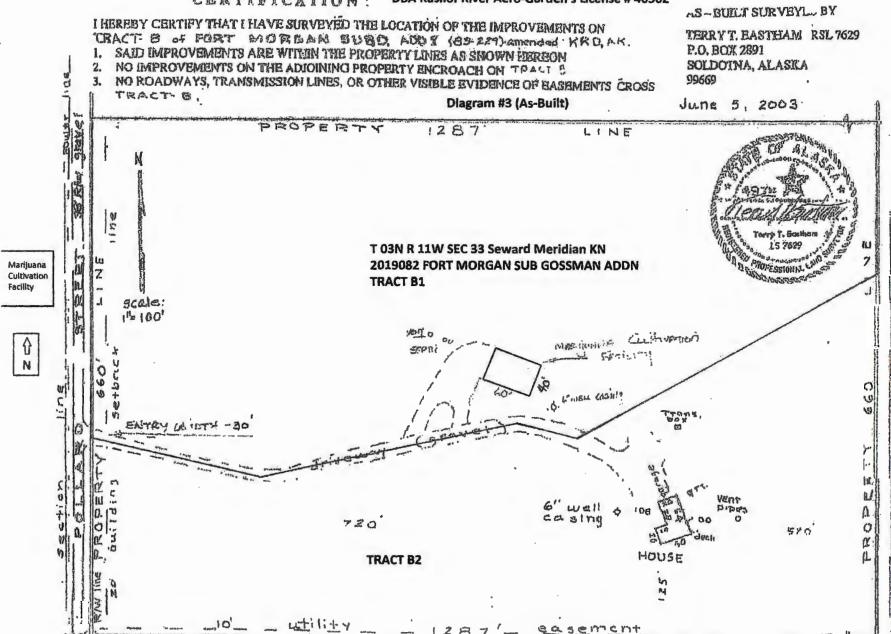
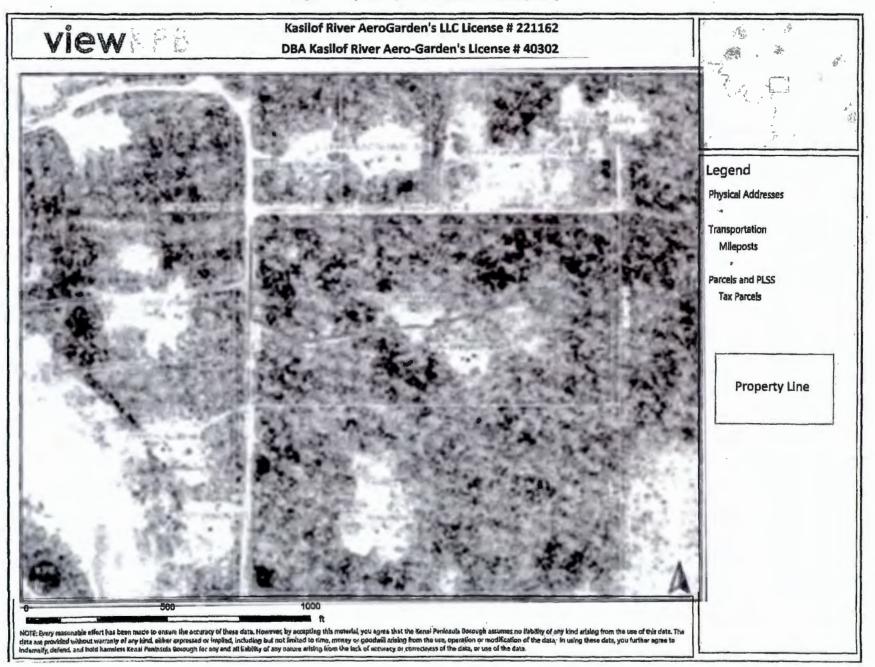


Diagram #4 (Aerial photo with surrounding lots)





viewKPB

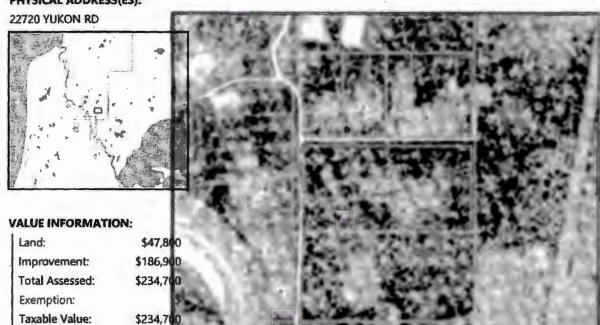
Parcel Report KPB Parcel ID: 13351165

Page 1 of 2

TOTAL ACREAGE: 9.1 LEGAL DESCRIPTION:

T 03N R 11W SEC 33 SEWARD MERIDIAN KN 2019082 FORT MORGAN SUB GOSSMAN ADDN TRACT B1

PHYSICAL ADDRESS(ES):



OWNERSHIP INFORMATION:

EHLERS BRIAN PO BOX 1042 KASILOF, AK 99610

BUILDINGS:

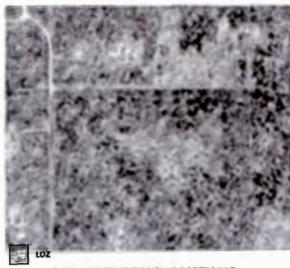
Improvement Type:	Other	Improvement Type:	Other
Building Type:	LMFG	Building Type:	MEZZUF
Year Built:	2014	Year Built:	2014
Total Sq Ft:	2400	Total Sq Ft	2400



IUN 1 8 2025

ZONING

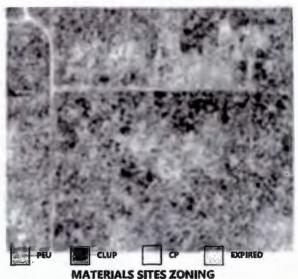
Zoning information presented here is derived from an automated overlay of the parcel indicated and zoning-related spatial information. It is presented for informational purposes only. No reliance should be placed upon the zoning information presented here and KPB assumes no liability whatsoever for the correctness thereof. Always confirm this information with KPB staff.



LOCAL OPTION ZONING DISTRICTS

KPB 21.44

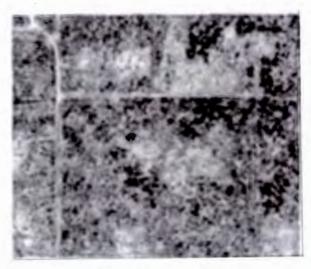
Local Option Zoning Districts will appear on the map if they are nearby or on the selected parcel. If the selected parcel is within an LOZD, the property is considered zoned under KPB 21.44, and building permits may be required.



ALS SITES LOTTIN

KPB 21.19

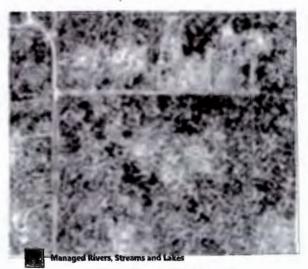
Registered Moterial Sites (gravel pits) will appear on the map if they are nearby or on the selected parcel. Material Sites are regulated by KPB 21.29, and are differentiated by type: PEU (Prior Existing Use), CLUP (Conditional Land Use Permit), and CP (Counter Permits). Any permits that have expired will be depicted on the map.



FLOODPLAIN ZONING

KPB 21.06

FEMA-mapped floodplain zones will appear on the map if they are nearby or on the selected parcel. If the selected parcel is within a regulatory floodplain, the property is considered zoned under KPB 21.05 and building permits may be required. This map is presented for informational purposes only and should not be used 10 determine a property's flood risk. Please request a Floodplain Determination from KPB staff for additional floodplain information.



ANADROMOUS WATERS ZONING

KPB 21.18

Anadromous rivers, streams, and lakes will appear on the map if they are nearby or on the selected parcel. If the selected parcel intersects an anadromous waterbody, its lands within 50 feet of Ordinary High Water are considered zoned under KPB 21.18, and building permits may be required. Note that waterbodies can move over time and the lines (as drawn hare) may not depict the true location of the waterbody. Please contact KPB staff to confirm the waterbody's true location.

② 2025 VALUES ARE NOT CERTIFIED AND ARE SUBJECT TO APPEAL. CERTIFIED VALUES FOR 2025 WILL NOT BE AVAILABLE UNTIL JUNE 1, 2025

4 fearen O, New Saarch (G. Box Into) (E) Print (B. Map III)

☑ Update Mailing Address

General Information

Property Owner: EHLERS BRIAN

KASILOF AK 99810-1042

Property ID: 13351165 Property Address: Acresga: 9.1000

Mailing Address: PO BOX 1042 Tax Authority Group:

22720 YUKON RD

58 - Central Emergency Services

Legal Description

T 03N R 11W SEC 33 Seward Meridian KN 2019082 FORT MORGAN SUB GOSSMAN ADDN TRACT B1

Ownership History

 Document No.
 Date
 Owner
 Grantee
 Type

 20220053590
 6/27/22
 Gossman James R
 Ehlers Brian
 Single

Value History

Year	Reason	Land Assessment	Impr. Assessment	Total Assessment
2025	Main Roll Certification	59,000	187,300	246,300
2024	Main Roll Certification	47,800	186,900	234,700
2023	Main Roll Certification	43,400	194,800	238,200
2022	Main Roll Certification	39,800	187,200	227,000
2021	Main Roll Certification	39,800	170,200	210,000

H → 1 2 ► H 5 ▼ items per page

1 - 5 of 6 items

Improvements

Building	Code	Description	Grade	Year	Length	Width	Units	Тура	Value
C01	LMFG	-0-	L	2014	0	0	2400	Sq.ft.	146,100
C01	MEZZUF	Mezzanine-Unfinished	Α	2014	60	40	2400	Sq.ft.	41,200

JUN 1 8 2025

Update Mailing Address

Account Information

Owner of Record:

EHLERS BRIAN

PIN: 13351165 Tax Roll: Real Property

Mailing Address:

PO BOX 1042 KASILOF AK 99610-1042

Property Address: 22720 YUKON RD

TAG:

58 - CENTRAL EMERGENCY SERVICES

Last updated: 5/11/2025 08:11:50 PM

Owners

EHLERS BRIAN.

Legal Description

T 03N R 11W SEC 33 Seward Meridian KN 2019082 FORT MORGAN SUB GOSSMAN ADDN TRACT B1

Tax Bills Due

Total Payable: \$0.00

Pay Partial:

Payment History

(i) Select the "Tax Year" link to view the Funds Breakdown for the entire tax year.

Amount Paid	Receipt Number	Date Paid	Bill Number	Tax Year
\$1,046.77	B25.40791	11/12/24	2024069483	2024
\$546.77	B25.23661	9/16/24	2024069483	2024
\$500,00	U25.3449	8/30/24	2024069483	2024
\$10.21	U25.3449	8/30/24	2023069616	2023
\$2,466.25	B24.46260	5/7/24	2023069616	2023
\$10.25	B24.46260	5/7/24	2022070247	2022
\$2,538.49	U24.11524	2/13/24	2022070247	2022
\$171.80	U22.15387	6/27/22	2022070247	2022
\$2,228.20	U22.15387	6/27/22	2021071101	2021
\$2,027.84	B21.41980	12/14/20	2020070763	2020

JUN 1 8 2025

TRIPLE NET COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and entered into between Brian J Ehlers, whose address is 22670 Yukon Road. Kasilof. Alaska 99610-1042 (hereinafter the "Landlord"), and Kasilof River AeroGarden's LLC, whose address is 22720 Yukon Road, Kasilof, Alaska 99610-1042 (hereinafter the "Tenant").

The primary term of this Lease shall be 3 years commencing on the 08/27/2025 and ending on 08/27/2028 at 11:59 PM (the "Term") upon the following terms, conditions and covenants:

THE PREMISES: The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord the premises located at 22720 Yukon Road, Kasilof, Alaska 99610-1042 (the "Leased Premises" or "Premises") in the County of USA, County Tax Map #, Parcel # 13351165 containing approximately 2400 square feet of real estate with all improvements located therein. The description of the Lease Premises is as follows:

2400 sqft,

USE OF PREMISES: The Premises shall be used only as or for the purpose of:

Limited Cultivation Marijuana Facility.

RENT/LEASE PAYMENTS: The Tenant agrees to and shall pay monthly installment payments to the Landlord at 22670 Yukon Road, Kasilof, Alaska 99610-1042, or at such other address that the Landlord shall designate in writing, as rent or lease payment for the Premises as follows:

Tenant shall pay to the Landlord the annual base amount of \$48,000.00 payable in twelve (12) equal monthly installment payments of \$4,000.00, due and payable on the third of each month.

Any payments received after the aforementioned day shall be deemed late and delinquent. Should the Landlord not receive payment by the fifteenth day of the month in which the payment is due, the Tenant shall pay a late charge of \$1,000.00.

In the event a check for rent or lease payment is returned for insufficient funds (NSF), the Tenant shall pay a return check fee in the amount of \$50.00, and the Landlord shall reserve the right to only accept further payments made in certified funds (e.g. certified check or money order).

OPTION TO EXTEND LEASE TERM: If the Tenant is not in default under the terms and conditions of this Agreement, the Tenant shall have the option to renew this Agreement for the extended term of no terms ("Renewal Term"). If the Tenant chooses to exercise this renewal option, the Tenant shall provide to the Landlord written notice of Tenant's intention to renew at least 30 Days days prior to the expiration of the initial Lease Term. The Renewal Term shall continue upon the same terms and conditions in this Agreement, except the new annual base rate for the first year of the Renewal Term shall be \$48,000 payable in twelve (12) equal monthly installment payments of \$4,000.00 per month. In the event that the Tenant does not wish to extend the Lease and instead desires to vacate the Premises, then the Tenant shall provide the Landlord with 90 days advance written notice of intent to vacate. Advance notice shall be provided to ensure termination ensues at the end of the month.

HOLDING OVER: Failure of the Tenant to surrender the Leased Premises at expiration of this Lease, or any Renewal Term thereof, constitutes a "hold over" event which shall be construed as a "tenancy-at-will" or a month-to-month lease at the rate of \$4,000.00 per month, until such time as the Tenant completes a proper renewal as stated in this Agreement or provides proper notice of intent to vacate.

TRIPLE NET LEASE: The parties intend that this Lease be a net, net, net lease (or "Triple Nct Lease"). Therefore, in addition to Tenant's payment of Base Rent, Tenant shall be obligated to pay, and shall pay, all taxes or other assessments upon the Premises, insurance premiums, repairs and maintenance costs (except for obligations which are expressly identified as Landlord's responsibility in this Agreement), any and all costs, charges and obligations which may arise due to any easement, maintenance agreement, common area agreement, or the like, as well as the Operating Costs and all Utility expenses for utility services provided to the Premises, in addition to all sewer and water charges, security, or any other expenses or charges related to the Premises, all of which are the responsibility of Tenant regardless of whether the expense or charge is specifically mentioned herein. The costs and expenses identified in this Section are not intended to be an exhaustive or exclusive list of Tenant's obligations, which are specifically described below, but are merely intended to provide a description of the types of costs and expenses for which Tenant will be obligated under the Lease. Tenant shall do all acts and make all payments connected with or arising out of its use and occupation of the Premises to the end that Landlord shall receive all rent provided for herein free and undiminished by any expenses, charges, fees, taxes and assessments, and Landlord shall not be obligated to perform any acts or be subject to any liabilities or to make any payments, except as otherwise specifically and expressly provided in this Agreement. All of the said charges, costs and expenses shall constitute Rent or Lease payment, and upon the failure of the Tenant to pay any such costs, charges or expenses, the Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent or make lease payments. Any present or future law to the contrary shall not alter this agreement of the parties.

SECURITY DEPOSIT: Concurrently with the execution of this Lease, the Tenant shall deliver to the Landlord the amount of \$4,000.00 as security for the performance of the Tenant of every covenant and conditions of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of the landlord and shall bear no interest.

In the event that the Tenant defaults with respect to any covenant or condition of this Lease, including, but not limited to the payment of Rent, the Landlord reserves the option and right to apply some or all of the paid Security Deposit to the payment of any sum in default or any sum which the Landlord may be required to spend by reason of Tenant's damage or default. If any portion of the Security Deposit is so applied, the Tenant, upon demand by the Landlord, shall deposit cash with the Landlord in an amount sufficient to restore the Security Deposit to its original amount.

Tenant's compliance with all the covenants and conditions of this Lease shall ensure the return of the Security Deposit, or any balance thereof, to the Tenant promptly after expiration of the term of this Agreement.

POSSESSION: The Tenant shall take possession of the premises on 08/27/2025, unless otherwise stipulated. The Landlord shall use due diligence to ensure Tenant is provided possession of the premises at the beginning of the Term of this Lease Agreement. The first month's rent shall be prorated for the period of any delay in providing or turning over possession of the premises to the Tenant; however, the length of the term of this Agreement shall not be extended as a result of any such delay. The Tenant shall bring no claim against the Landlord for any delay in obtaining possession. In the event that the Tenant fails to take possession of the premises within 60 days after the beginning of this Lease, then the Landlord retains the right to terminate this Agreement.

INSURANCE ON PREMISES: The Tenant shall obtain and pay for, at his/her own cost and expense, fire and extended coverage casualty insurance for the building and other improvements on the leased premises, with such comprehensive or so called "all-risk" endorsements and in such amounts as the Landlord may, from time to time, deem reasonably necessary, and showing the Tenant, the Landlord and the Landlord's Lender or Lien Holder, if any, as the insured parties. Tenant shall also obtain and pay for loss of rent coverage. The Tenant shall at all times keep said insurance in force and effect and shall provide to the Landlord copies of said policies or certificates evidencing said coverage. The policies shall be in form and content reasonably required by the Landlord, shall be issued by an insurance company approved by the Landlord and shall contain a clause that the Tenant will not cancel, materially modify or fail to renew said insurance without first providing to the Landlord 30 days advance written notice. If the Tenant fails to keep said insurance in effect, the Tenant shall be in default hereunder, and the Landlord may, at his/her option, immediately obtain insurance coverage as provided for herein and charge the Tenant for the cost thereof.

TENANT'S INDEMNITY & LIABILITY INSURANCE: The Tenant shall at all times indemnify, defend and hold the Landlord harmless from all loss, liability, costs, damage and expenses that may occur or be claimed with respect to any person or persons, property on or about the Premises or to the Premises resulting from any act done or omission by or through the Tenant, the Tenant's agents, employees, staff, invitees or any person on the Premises by reason of the Tenant's use or occupancy, or resulting from the Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain at all times during the Lease Term comprehensive general liability insurance with an insurance company that is licensed to do business in the state in which the Premises are located and is satisfactory to Landlord, properly protecting and indemnifying Landlord

with single limit coverage of not less than \$20,000.00 for injury or \$100,000.00 for death of persons and \$50,000.00 for property damage. During the lease term, Tenant shall furnish the Landlord with a certificate or certificates of insurance, in a form acceptable to the Landlord, covering such insurance so maintained by the Tenant and naming the Landlord and Landlord's mortgagee or lien holder, if any, as additional insureds.

LANDLORD'S INDEMNITY & LIABILITY INSURANCE: Landlord shall at all times indemnify, defend and hold the Tenant harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, property on, about or to any Common Areas resulting from any act done or omission by or through the Landlord, Landlord's agents, employees, staff, invitees or any person in or on the Common Areas. The Landlord shall maintain at all time during the lease term comprehensive general liability insurance with an insurance company satisfactory to the Tenant, properly protecting and indemnifying the Tenant with single limit coverage of not less than \$0 for any injury or \$0 for death of persons and \$0 for property damage.

TAXES: Tenant shall pay during the term of this Lease the real estate taxes and special taxes and assessments (collectively the "taxes") attributable to the Premises and accruing during such term. Tenant, at Landlord's option, shall pay to the Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Lease.

TAXES ON LEASEHOLD: Tenant shall also be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the Premises by the Tenant.

OPERATING EXPENSES: It is the intention of the parties, and they hereby agree, that this shall be a triple net Lease, and the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Tenant hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to Tenant of operating and maintaining the Premises and related parking areas, and shall include, without limitation, real estate and personal property taxes and assessments, management fee, heating, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, re-striping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from the operating expenses.

Notwithstanding the foregoing definition of "Operating Expenses" and Tenant's obligations in relation thereto, these shall not include:

- (1) any expense chargeable to a capital account or capital improvement, ground leases, or principal or interest payments on any mortgage or deed of trust on the Premises;
- (2) any amount for which Landlord is reimbursed through insurance, or by a third party;
- (3) repair costs occasioned by fire, windstorm or other casualty;
- (4) any construction, repair or maintenance expenses or obligations that are the sole responsibility of the Landlord (not to be reimbursed by the Tenant);
- (5) leasing commissions and other expenses incurred in connection with leasing any other area located on the Premises to any other party;
- (6) any expense representing an amount paid to an affiliate or subsidiary of the Landlord which is in excess of the amount which would be paid in the absence of such relationship; and
- (7) costs of items and services for which the Tenant reimburses or pays any third party directly.

ASSIGNMENT AND SUBLETTING: The Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises, or any part thereof, or allow any other person to be in possession thereof without prior written consent of the Landlord, in each and every instance. Said consent shall not be unreasonably withheld by the Landlord. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

CONDITION OF PREMISES: Tenant acknowledges that it has had the opportunity to inspect the Premises and, with the exception of any notations or provisions herein provided, the Tenant accepts the Premises in its present condition. At the end of the lease term, except for any damages caused by fire or other perils, Tenant, at its expense shall (i) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by the Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations; (ii) have removed all of the Tenant's property from the Premises; (iii) have repaired any damages to the Premises caused by the removal of the Tenant's Property; and (iv) leave the Premises free of trash, waste, dirty and debris and the Premises in good and reasonable condition. The Landlord shall have the right to perform a walkthrough prior to the Tenant vacating the Premises to ensure premise complies with the aforementioned requirements.

LANDLORD'S RIGHT OF ENTRY: Landlord or Landlord's agent shall have the right of entry at reasonable hours to inspect or show the Premises to a prospective lender or lien holders and purchasers, and to perform or provide anything that the Landlord may be required to perform or provide hereunder, or which the Landlord may deem necessary for the good or benefit of the Premises or any building of which they are a part. Moreover, as of and during the last ninety (90) days of this Lease, the Landlord shall have the right to post and/or display a "For Rent" sign on the Premises.

EXCLUSION OF TENANT: Landlord may not intentionally prevent the Tenant from entering the Leased Premises except by judicial process unless the exclusion results from: (i) bona fide repairs, construction, or an emergency; (ii) removing the contents in the Premises abandoned by Tenant; or (iii) changing door locks in the event the Tenant is delinquent in paying rent as stated in this Agreement. In that event, Landlord or Landlord's agent must then place a written notice on Tenant's front door stating the name and address or telephone number of the company or the individual from whom the key may be obtained. The new key is required to be provided only during Tenant's regular business hours.

SIGNS AND ADVERTISEMENTS: The Tenant shall not place upon, nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements whatsoever, or paint the exterior walls of the building without the advance written consent of the Landlord. The Landlord shall have the right to remove any sign(s) which have not been approved in order to maintain the Leased Premises or to make any repairs or alterations thereto. All permitted signage placement and/or removal shall be at the Tenant's sole cost and expense.

FORCE MAJEURE: In the event that the Landlord or Tenant is unable to reasonably perform its obligations under this Agreement as a result of a natural disaster, war, terrorist activities, strike, lockout, labor issues, civil commotion, or any other event beyond the control of the Landlord or Tenant, with the exception for non-availability of funds, the party shall not be in breach of this Agreement if the party diligently performs its obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as reasonably practicable in the event of non-performance due to a force majeure event.

In the event that during the term of this Agreement, the Premises shall be destroyed or so damaged by fire or other casualty as to become uninhabitable or unusable, then in such event, at the option of the Landlord, this Lease shall terminate from the date of such damage and/or destruction. The Landlord shall exercise this option to terminate this Lease by delivering written notice to the Tenant within 60 days after the occurrence of such damage and/or destruction. Upon such notice, the Tenant shall immediately surrender the Premises and all interest therein to the Landlord, and the Tenant shall pay rent only to such time when the damages and/or destruction occurred. In the event that the Landlord does not elect to terminate this Lease, this Lease shall therefore continue in full force and effect, and the Landlord shall expeditiously make any and all necessary repairs to the Premises as needed, placing the same in as good condition as it was prior to the occurrence of damage or destruction.

WAIVER OF SUBROGATION: As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to the property owned by said parties which is or might be incident to or the result of fire or other casualty against loss for which either of the parties is now carrying or hereafter carry insurance; provided however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contain in this paragraph.

PERSONAL PROPERTY: The Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of the Tenant in or about the Premises.

ALTERATIONS: Any and all alterations, additions or improvements, except trade fixtures, installed at the expense of the Tenant shall become the property of the Landlord and shall remain upon and shall be surrendered with the Leased Premises as a part thereof upon termination of this Lease. Such alterations, additions, or improvements may only be made with the prior written consent and approval of the Landlord, which shall not unreasonably withhold said consent. If consent is granted by the Landlord for the making of improvements, alterations or additions to the Leased Premises, such improvements, alterations or additions shall not commence until such time as the Tenant has furnished the Landlord with a copy of all plans and a certificate of insurance showing coverage in an amount satisfactory to the Landlord protecting the Landlord from liability for injury to any person and damage to any personal property, on or off the Leased Premises, in connection with the making of such improvements, alterations or additions.

No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by the Tenant without prior written permission of the Landlord. If such permission is granted, such work or installation shall be done at the Tenant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily so that repairs to the roof can be made, Tenant shall promptly remove and reinstall the cooling tower, equipment or structure at the Tenant's expense and repair, also at the Tenant's expense, any damage which may result from such removal or reinstallation. Upon termination of this Lease, Tenant shall remove or cause to be removed from the roof any such cooling tower, equipment or structure if directed to do so by the Landlord. Tenant shall promptly repair, at its expense, any damages resulting from such removal.

At the termination of this Lease, Tenant shall deliver the Leased Premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation of trade fixtures shall be repaired at the Tenant's expense prior to the expiration of the Lease Term. All alterations, improvements, additions and repairs made by the Tenant shall be made in good and workmanlike manner.

FIXTURES: With the exception of Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installation and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of the Landlord or Tenant, shall belong to the Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, the Landlord shall retain the option to permit the Tenant to remove any alterations or improvements prior to the expiration of this Lease and return the Premise to its original condition.

<u>UTILITIES & SERVICES</u>: The Tenant shall furnish and pay for all of the following and any other utilities deemed necessary by the Tenant at the Premises:

Electric, fuel oil, property maintenance, building upgrades, property taxes

INTERRUPTION OF UTILITIES: Landlord or Landlord's agent may not interrupt or cause the interruption of utility services paid directly to the utility company by the Tenant unless interruption results from boua fide repairs, construction, or an emergency. If any utility services furnished by the Landlord are interrupted and continue to be interrupted despite the good faith efforts of Landlord to remedy the same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

<u>LEGAL REQUIREMENTS</u>: The Tenant shall comply with all laws, orders, ordinances and other public requirements now and hereafter affecting the Premises or the use thereof, and the Tenant shall indemnify, defend and hold harmless the Landlord from any expense or damage resulting from Tenant's failure to do so.

REPAIRS AND MAINTENANCE: The Landlord shall maintain the foundation, exterior walls (with the exception of glass; windows; doors; door closure devices; window and door frames; molding; locks and hardware) and exterior painting or other treatment of exterior walls, and the roof of the Leased Premises in good repair except that the Landlord shall not be required to make any repairs resulting from the negligence or acts of negligence on behalf of the Tenant, its staff, employees, sublessees, licensees and concessionaires. The Tenant shall be responsible for maintenance of the common areas and common area equipment and furnishings. Any such repairs and/or maintenance for which the Landlord would be responsible, the Tenant agrees to provide Landlord with written notice of the needed repairs and/or maintenance, and Landlord shall ensure that any repairs and/or maintenance covered hereunder shall be made and completed within a reasonable time frame. Tenant shall notify the Landlord of any emergency repairs to be made. Tenant shall keep the interior of the leased Premises in good, clean and workable condition and shall, at its sole expense, make all needled repairs and replacements, including replacement of cracked or broken glass, windows, doors, door closure devices, door and window frames, molding, locks and hardware, except for repairs and replacements required to be made by the Landlord under this section.

In the event that any repairs required to be made by the Tenant hereunder are not made within 30 days after written notice delivered to the Tenant by the Landlord, the Landlord shall reserve the right and option to make or have said repairs made without liability to the Landlord for any loss or damage which may result by reason of such

repairs, and the Tenant shall pay to the Landlord, upon demand as additional rent hereunder, the cost of such repairs. At the termination of this Lease, Tenant shall deliver the Leased Premises in good order and condition, normal wear and tear excepted. Normal wear and tear meaning the deterioration which results from normal use and not as an act of carelessness, neglect, accident or abuse.

EMINENT DOMAIN: In the event that the Premises are taken under the power of eminent domain, or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in the Tenant's reasonable opinion, for Tenant's use, then the term of this Lease shall terminate as of the date that title vests in the acquiring authority; the rent and other charges shall be adjusted as of the date of such taking. In such case, the Landlord shall be entitled to the proceeds of any condemnation award. Nothing herein shall be construed to prevent the Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided however, that no award made to or on behalf of the Tenant shall reduce, limit, or restrict the award to the Landlord, and no allocation of the Landlord's award in condemnation shall occur. The Tenant shall have no claim against the Landlord for the value of the unexpired term of this Lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of Tenant's business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the 'Demised Premises' will first be used to restore the Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to the Landlord.

TENANT'S DEFAULT AND REMOVAL OF ABANDONED PROPERTY: In the event that the Tenant abandons the Premises or otherwise defaults in the performance of any obligations or covenants herein, the Landlord may enforce the performance of this Lease in any manner provided by law. This Lease may be terminated at the Landlord's discretion if such abandonment or default continues for a period of 120 days after the Landlord notifies the Tenant of such abandonment or default, and of Landlord's intention to declare this Lease terminated. Such notice shall be sent by the Landlord to the Tenant at the Tenant's last known address by certified mail. If Tenant has not completely removed or cured the default within the 120 day period, this Lease shall terminate. Thereafter, Landlord or its agents shall have the right without further notice or demand to enter the Leased Premises as stated herein, and remove all property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Tenant, the remaining unpaid portion of any rent shall become due and payable. For the sole purpose of this section, Tenant is presumed to have abandoned the Premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the Premises, is being or has been removed from the Premises and the removal is not within the normal course of Tenant's business. Landlord shall have the right to store any property of Tenant that remains on the abandoned Premises and, in addition to Landlord's other rights, may dispose of the stored property if the Tenant does not claim the property within 30 days after the date that the property is stored, provided Landlord delivers notice by certified mail to Tenant.

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 by lessor.

<u>DEFAULT & REMEDIES</u>: Landlord shall have the following remedies if Tenant breaches this Agreement or commits an act resulting in default of same. These remedies are not exclusive, they are cumulative and in addition to any remedies now or later allowed by law.

RE-ENTRY: Upon the happening of any event of default Landlord may, at any time thereafter, do the following:

- (a) Either with or without notice of demand, declare the Lease term ended and reenter the Premises or any part thereof, either with or without process of law, and expel or remove Tenant therefrom and all parties occupying the same or any of them, using force as may be necessary so to do, and again repossess and enjoy the Premises without prejudice to any remedies that Landlord may otherwise have by reason of the breach hereof; or
- (b) Re-enter the Premises at its option without declaring the Lease Term ended and relet the whole or any part therefor for the account of Tenant on such terms and conditions and at such rent as Landlord may deem proper, collecting such rent and applying it on the amount due from Tenant hereunder. The expense of such reletting (including expense of alteration and special inducements to the new tenant) and any other damage or expense sustained thereby, Landlord will recover from Tenant the difference between the proceeds of such reletting and the amount of rentals reserved hereunder, and Tenant agrees to pay said amount upon demand.

DAMAGES: Should Landlord terminate this Lease by reason of any breach thereof by Tenant, Landlord may thereupon recover from Tenant the value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved herein for the balance of said Lease Term over the then reasonable rental value of the Premises for the same period. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease or the liability of Tenant for the total rent hereunder or any installment thereof then due or thereafter accruing or for damages unless Landlord shall notify Tenant in writing that Landlord has so elected to terminate the Lease.

LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT: Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid.

WAIVER. The rights and remedies of the Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by the Landlord of any breach or default of the Tenant shall not be deemed or construed to be a continuing waiver of such breach or default, nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by the Landlord of any installment of rent subsequent to the date the same should have been paid shall not after the covenant and obligation of

Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be, or constitute, a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

TOXIC OR HAZARDOUS MATERIALS: Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant's storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph shall survive the termination of this Lease.

GOVERNING LAWS: This Agreement shall be construed under and in accordance with the laws of the State of Alaska.

<u>COMPLIANCE WITH LAWS AND REGULATIONS</u>: Tenant shall, at its own expense, comply with all laws, orders, codes and requirements of all government entities with reference to the use and occupancy of the Leased Premises. Tenant and Tenant's agents, employees, and invitees shall fully comply with any rules and regulations governing the use of the buildings or other improvements to the Leased Premises as required by the Landlord or by any applicable laws. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the leased Premises, provided same are in writing and are not in conflict with this Lease.

NOTICES: Any notice hereunder shall be sufficient if sent by certified mail, addressed to the Tenant at the Premises, and to the Landlord where rent is payable.

SUBORDINATION OF LEASE TO MORTGAGES: This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Premises; provided, however, that with regard to any pledge or mortgage executed by the Landlord, Landlord shall use its best efforts to provide to the Tenant a non-disturbance agreement from any mortgagee or other lien holder of Landlord's interest in the Premises. Such non-disturbance agreement shall be in form and content reasonably acceptable to Tenant and Landlord's mortgagee or other lien holder, together with a representation that the Landlord is not in default of any of the terms of any such mortgage or security agreement as of the date thereof. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee. The Tenant hereby irrevocably appoints the Landlord as Tenant's attorney-in-fact to execute and deliver such instrument for the Tenant.

Provided, however, and notwithstanding the foregoing provisions hereof, upon foreclosure of the mortgage with the mortgagee succeeding to the rights of the Landlord, the Tenant shall, at the option of said mortgagee, be bound to the mortgagee under all of the terms of the Lease for the balance of the term hereof remaining with the same force and effect as if the mortgagee were the Landlord under the Lease, and the Tenant hereby attorns to the mortgagee as its Landlord, such attornment to be effective and self-operative if the mortgagee so elects. In no event, however, shall the mortgagee be liable for any act or omission of any prior Landlord, be subject to any offsets or defenses which Tenant might have against any prior Landlord, or be bound by any rent or additional rent which the Tenant might have paid to any prior Landlord for more than the current month.

<u>SUCCESSORS</u>: The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subtenant of Tenant.

QUIET POSSESSION: Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on the Tenant's part to be kept and performed, that Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease Term, it being expressly understood and agreed that the aforementioned covenant of quiet enjoyment shall be binding upon the Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

BANKRUPTCY: Neither this Lease, nor any interest therein, nor any estate hereby created, shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Lease Term or any renewal thereof.

PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only agreement of the parties to this Lease and supersedes any prior understandings, whether written or oral, between the parties respecting the subject matter of this Lease.

<u>AMENDMENT</u>: No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by all parties to this Agreement.

<u>HEADINGS</u>: The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof. If there be more than one Tenant name herein, the provisions of this Lease shall be applicable to and binding upon all such Tenants, jointly and severally.

<u>ADDITIONAL INSTRUMENTS</u>: The parties hereto will execute any and all additional document or instruments that may be necessary or convenient to carry out the intent and purposes of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereunto subscribe their names to this instrument on this 08/27/2025.

LANDLORD

Brion J Elle

8/27/25

(Landlord Signature)

Landlord Telephone: 907-690-0777

Landlord Email; Brianchlers79@gmail.com

(Date)

TENANT

Kasilaf River Aero Garden's LLC 8/27/25

(Date)

Tenant Telephone: 907-690-0777

Tenant Email: Brianchlers79@gmail.com



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

What is this form?

This cover sheet must be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 - Establishment Information

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

Licensee:	Kasilof River AeroGarden's LLC	License	Number:	40302	
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Kasilof River Aero-Garden's				
Physical Address:	22720 Yukon Rd				
City:	Kasilof	State:	AK	Zip coue:	99610 - 1042
Designated Licensee:	Brian Ehlers				
Email Address:	brianehlers79@gmail.com		Vacana		

Section 2 -- Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Form MJ-04: Marijuana Cultivation Facility Attachment 4.5. (DEC Approved Posticides) Attachment 4.6. (Fertilizers)
	MICHIER 4.0. Germizers)
	JUN 1 8 2025
	Dept. of Commerce AMCO

	OFFICE USE C	NLY		
Received Date:	Payment Submitted Y/N:		Transaction #:	



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

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

Phone: 907.269.0350

Why is this form needed?

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?

Kasilof

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 Anchorage 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: MJ License #: Kasilof River AeroGarden's LLC 40302 License Type: Limited Marijuana Cultivation Facility **Doing Business As:** Kasilof River Aero-Garden's **Premises Address:** 22720 Yukon Road City: State: Alaska ZIP:

99610-1042

JUN 1 8 2025



Form MJ-041 (rev 11/8/2022)

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 froclone to harvest and transfer from your premises:	m seed or
Cannabis facility will contain the following opererations. Mother room, cloning area, vegetation area, flowering processing/drying area. Clones will be taken from mother plants and logged into Metrc per plant count. Once chave rooted they will be moved into the vegetation area and transfered via Metrc into "vegetation". When plant weeks old they will be moved into flowering area and transfered via Metrc into "flowering". When plants are had they will be individually weighed for wet weight, waste, then hung to dry. Once plants are dried to prefered moi content plants will be processed, additional waste recorded, packaged into curing containers with proper Metrc and stored for future sale. When sold, products with be weighed for specific package weights, vacuum sealed proper Metrc tags, itinerary, placed in a sealed locked container and delivered by owner, employee, or certified	lones s are 2-3 vested sture tags, with
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;	BE
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	BE
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.	BE
Section 4 Cultivation Plan	
Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.	
You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:	Initials
4.1. The proposed area(s) for cultivation are clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.	BE
Answer "Yes" or "No" to the following question:	Yes
4.2. 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 july enclosed by a life	ysical barri
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JUN 1 8 2025	
Dept. of Commerce	
AND	

License#40302



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

4.3. 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:

outdoors, cannot be observed by the public from outside the facility:	
Proposed cultivation facility is surrounded by no less than 250 fe windows.	eet of trees to the nearest road. Facility has no
	• .
4.4. Describe the marijuana cultivation facility's growing medium(s) to be	used:
Vegetive and flowering plants with be grown aeroponically. Moth or a soilless medium. Aeroponics will consist of plants being growith roots suspended in the air. Medium used in facility. Water, Concept Moss, Sphagnum Peat Moss, Perlite, Vermiculite.	wn in aeroponic tubs fed a nutrient rich solution
4.5. Provide the complete product name and EPA registration # (if applica and pest control product to be used. All proposed products must be on DE	able) for each of the cultivation facility's pesticide C's list of approved pesticides in the state of Alaska:
See attachment 4.5. (DEC Approved Pesticides)	
4.6. Describe all other fertilizers, chemicals, gases, and delivery systems, i	including carbon dioxide management, to be used at
the marijuana cultivation facility:	
Fertilizer and nutrient delivery system consists of water with the reservoir under the plants. At regular intervals this reservoir is ut roots in a sealed container. The water is allowed to drain back to reservoir water will be changed every 1-2 weeks.	ilized to deliver this nutrient rich water to the plant
Co2 enrichment will NOT be used. Fresh air intakes with activate	ed carbon filtered exhaust
See attachment 4.5. (DEC Approved Pesticides) See attachment 4.6. (Fertilizers)	
ood attachment to he ordinately	IUN → 6 2025
	Dept. of Commerce

License # 40302



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:

Irrigation will consist of water with the proper nutrients being held in 100 gallon reservoirs under the plants. At regular intervals this reservoir is utilized to deliver this water to the plants roots in a sealed container. The water is allowed to drain back to the reservoir where it will be reused. The reservoir water will be changed every 1-2 weeks. Waste water will be used in landscaping/irrigation or ran through a Reverse Osmosis filtration system and reused.

Section 5 - Waste Disposal

5.1. 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:

Stems and leaves will be mixed with natural bio-waste including but not limited to, grass clippings, leaves, sticks and dirt, and allowed to compost at the southeast comer of the building. Or the stems and leaves will be mixed with a non compostable materials like plastics, paper, tin, and household disposable items in a 50 gallon trash bag. When the bag is full it will be mixed with bleach rendering it unusable and taken to the Soldotna landfill. The depleted water will be either disposed of in landscaping/imgation or ran through a Reverse Osmosis filtration system and reused.

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Dept. of Commerce AMCO

Form MJ-04) (rev 11/R/2022) License # 40302



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

Section 6 - Odor Control

Review the requirements under 3 AAC 306.430.		
Answer "Yes" or "No" to the following question:	Yes	No
5.1. Have you received an exemption from your local government for the odor control requirement set forth in 3 AAC 306.430(c)(2)?		V
f "Yes", you must be able to certify the statement below. Read the following and then sign your initials in the box:		Initials
am attaching to this form documentation of my odor control exemption from the local government.		
f "No" to question 6.1., describe the odor control method(s) to be used and how the marijuana cultivation facility any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:	will ensu	re that
Proposed facility will use fresh air intakes with activated cabron filters mounted on each of the exhaust for pressure inside the building should ensure that all air leaving the building goes through the filtered exhaust	ins, A ne ist fans.	egative
Section 7 – Testing Procedure and Protocols Review the requirements under 3 AAC 306.455 and 3 AAC 306.465.	- how	hittiale
You must be able to certify each statement below. Read the following and then sign your initials in the corresponding	ig box:	Initials
7.1. I understand and agree that the board or director will, from time to time, require the marijuana cultivation for to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or for random compliance checks.		BE
7.2. I will ensure that any individual responsible for collecting random, homogenous samples for required laborat 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.	ory	BE
7.3. Describe the testing procedures and protocols the marijuana cultivation facility will follow: Once plants are mature random samples will be taken, processed, dried to specific moisture content, pasent to a testing facility of our choosing.	ckaged a	and
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License # 40302



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

Section 8 - Packaging and Labeling

eview the requirements under 3 AAC 306.470 and 3 AAC 306.475.			
Answer "Yes" or "No" to the following question:		Yes	No
 Will the marijuana cultivation facility be packaging marijuana for consumer without repackaging? 	a retail marijuana store to sell to a		~
"Yes", describe how the marijuana cultivation facility will ensure tha			
AAC 306.470, and provide a sample label that the facility will use to r	neet the labeling requirements set forth in	3 AAC 306	.475:
			}
nswer "Yes" or "No" to the following question:		Yes	No
. Will the marijuana cultivation facility be packaging marijuana in v	vholesale packages?		
Yes", describe how the marijuana cultivation facility will ensure tha IAC 306.470, and provide a sample label that the facility will use to r			
annabis will be sold in either 1/2 or 1 lb packages. Vacuum sea	led with product weight, total package w		
letro tag. Package may contain product description information	of strain for future retail use.	A Mante	9
			"
	11.01 . 6		
	.lúiv 18	2025	}
	Dept. of Cor	mmerce	•
ou must be able to certify the statement below. Read the follow	ving and then sign your initials in the bo	x to the ri	ght:
certify that as a marijuana cultivation facility, I will submit mon nd pay the excise tax required under AS 43.61.010 and AS 43.63 Imple to a marijuana establishment, as required under 3 AAC 3	1.020 on all marijuana sold or provided :		BE
nereby certify that I am the person herein named and subscribing to this oplication, and I know the full content thereof. I declare that all of the is ocuments submitted are true and correct. I understand that any falsification, or any attachment, or documents to support this applica	nformation contained herein, and evidence of attion or misrepresentation of any item or restation, is sufficient grounds for denying or revening or re	or other sponse in l	BE
ense/permit. I further understand that it is a Class A misdemeanor und commit the crime of unsworn falsification.	ler Alaska Statute 11.56.210 to falsify an appl	lication III	EW C
	Brin Elle	THE PARTY.	7 A ~
rian Ehlers		* 19	JIAR Do
inted name of licensee	Signature of licensee	P	BLIC
arm MJ-04) frev 11/8/2022	Addentia (1)	HINTE	OF ALP
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Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

onal Space as Needed);	
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License # 40302

Attachment 4.5. (DEC Approved Pesticides)

LIST OF PESTICIDES THAT MEET ALASKA CRITERIA FOR USE ON CANNABIS

(additional products not listed may meet criteria)

Product Name	EPA Registration	required
AXIOM PLANT GROWTH STIMULATOR	71771-3-89112	x
AZAGUARD	70299-17	×
AZAMAX	71908-1-81268	X
AZASOL	81899-4-74578	×
BIOBIT HP BIOLOGICAL INSECTICIDE WETTABLE POWDER	73049-54	×
BONIDE DIATOMACEOUS EARTH CRAWLING INSECT KILLER	73729-1-4	×
BOTANIGARD 22WP	82074-2	X
BOTANIGARD ES	82074-1	×
ECOZIN PLUS 1.2% ME	5481-559	×
EVERGREEN CROP PROTECTION EC 60-6	1021-1770	×
EVERGREEN PRO 60-6	1021-1770	×
FOSPHITE FUNGICIDE	68573-2	×
GARDEN SAFE NEEM OIL EXTRACT CONC	70051-2-39609	
GRANDEVO CG	84059-27	×
GRANDEVO WDG	84059-27	×
KALIGREEN	11581-2	×
MIRACLE-GRO NATURE'S CARE GARDEN DISEASE CONTROL	67702-1-62355	
MONTEREY HORTICULTURAL OIL	48813-1-54705	×
ORNAZIN 3% EC BOTANICAL INSECTICIDE	S481-476-67690	
OXIDATE 2.0	70299-12	×
PHOSTROL AGRICULTURAL FUNGICIDE	55146-83	\
PRO-MIX BRK BIOFUNGICIDE + MYCORRHIZAE	74267-4	
PRO-MIX BRK20 BIOFUNGICIDE + MYCORRHIZAE	74267-4	×
PRO-MIX BX BIOFUNGICIDE + MYCORRHIZAE	74267-4	×
PRO-MIX HP BIOFUNGICIDE + MYCORRHIZAE	74267-4	
PYRONYL CROP SPRAY	89459-26	×
REGALIA BIOFUNGICIDE	84059-3	
REGALIA CG	84059-3	X
ROOTSHIELD GRANULES	68539-3	
SERENADE ASO	264-1152	×
SERENADE GARDEN DISEASE CONTROL CONCENTRATE	264-1152	X
SERENADE GARDEN DISEASE CONTROL CONCENTRATE	264-1152	* *
SERENADE OPTI	264-1160	×
SUNSPRAY ULTRA-FINE SPRAY OIL	86330-11	×
TERSUS INSECTICIDE		×
TRIACT 70	70051-2-59807	×
TRIATHLON BA	70051-2-39807	×
VENERATE CG	84059-14	×
VENERATE XC BIOINSECTICIDE	84059-14	×
ZEROTOL 2.0	70299-12	×
ZONIX BIOFUNGICIDE	72431-1	X



JUN 1 8 2025

LIST OF PESTICIDES THAT MEET ALASKA CRITERIA FOR USE ON CANNABIS

(additional products not listed may meet criteria)

	Product Name		WPS
	Product Name	Number	required*
ZONIX BI	OFUNGICIDE	72431-1-1839	х



JUN 1 8 2025

Attachment 4.6. (Fertilizers)

Fertilizers to be used:

Cloning (to he used only during cloning process)

Hormex Liquid Concentrate (contains; 1-Napthaleneacetic Acid, Indole-3-Butyric Acid (IBA), Vitamin B1 Thiamin Hydrochloride), Hormex Rooting powder (contains Indole-3-Butyric Acid (IBA), Talc, Dip 'N Grow Liquid Concentrate (contains; 1-Napthaleneacetic Acid, Indole-3-Butyric Acid (IBA), Ethyl Alcohol, Isopropyl Alcohol), Clonex Rooting Gel (contains: Indolebutyric Acid), "Willow Water" Weeping Willow (Salix Babylonica) contains; Natural Plant Hormones (Indolebutyric Acid (IBA), Salicylic Acid)). Dip 'N Grow (contains; Indole-3-Butyric Acid (IBA), 1-Napthaleneacetic Acid, Ethyl Alcohol, Isopropyl Alcohol).

Vegetation & weeks 1 & 2 of flower (used only during plant vegetation and weeks 1 and 2 of flower): Superthrive Plant Vitamin (contains; Kelp, Vitamin B1 Thiamin Hydrochloride), Extreme Blend (contains; Soluble Kelp, Humic Acid, Fulvic Acid, L Amino Acids), Magic Green (contains; Soluble Kelp, Soy Protein Hydrolysate, Molassas)

Synthetic (to be used during all stages of growth)

JR Peters Professional 5-12-26 / 5-11-26 (contains; Potassium Nitrate Containing up to 5% Sodium Nitrate), Magnesium Sulfate, Mono-potasium Phosphate, Boric Acid, Copper EDTA, Zinc EDTA, Iron EDTA), General Hydroponics "Kool Bloom" Powder (contains; Ammonium Phosphate, Ammonium Sulphate, Magnesium Sulphate, Potassium Phosphate, Potassium Sulphate), General hydroponics "MaxiBloom / MaxiGro" (contains; Ammonium Molybdate, Ammonium Nitrate, Calcium Nitrate, Calcium Sulphate, Copper Sulphate, Iron DTPA, Iron EDTA, Magnesium Sulphate, Manganese Sulphate, Potassium Borate, Potassium Nitrate, Potassium Phosphate, Potassium Sulphate, Zinc Sulphate), Calcium Nitrate, Potassium Nitrate (Low Sodium US approved), Magnesium Sulphate (Epsom Salts), Mono-potassium Phosphate (MPK), Sulfuric Acid (pH Down), Nitric Acid (pH Down), Pekacid (pH Down), Phosphoric Acid (pH Up), Citric Acid (pH Down), Potassium Hydroxide (pH Up), Calcium Carbonate (pH Up), Calcium Bicarbonate (pH Up).

Organic (to be used during all stages of growth)

Rock Phosphate, Bone Meal, Fish Bone Meal, Dolomite Lime, Oyster Shell, Crab Meal, Blood Meal, Alfalfa Meal, Green Sand, Azomite (micro nutrients), High Phosphorous Bat Guano, Peruvian Seabird Guano, Earth Worm Castings, Brewers Yeast, Pond Care Pond-zyme (contains; Wheat Bran, Barely Straw, Bacterial Spores (non-pathogenic), Organic Digest-er (contains Natural Bacterial Enzyme). Fulvic Acid, Humic Acid, Molasses Powder, Liquid Molasses, Kelp Extract (liquid and powder), Kelp Meal, Langbeinite (K-mag), Soy Protein Hydrolysate, Fish Protein Hydrolysate, Sulphate of Potash, Endo/Ecto Mycorrhizea (liquid and powder), Mycorrhizea + Trichoderma powder, Diatomaceous Earth, Compost.

Pesticides and Funcicides (to be used only in the stages noted in attached appendices)

See attachment 4.5. (DEC Approved Pesticides)

JUN 1 8 2025



Licensee:

License Type:

Doing Business As:

Premises Address:

[form MJ-07] (rev 3/24/2022)

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

2211624

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

Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

Why is this form needed?

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

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

Section 1 - Establishment Information

License Number:

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

Kasilof River Aero-Garden's

22720 Yukon Road

Kasilof River AeroGarden's LLC

Limited Marijuana Cultivation Facility

110111505710=1055.	ZZIZO TUKOH KOAU					
City:	Kasilof		State:	Alaska	ZIP:	99610-1042
	Section 2	- Certificati	on			
	public notice requirement set fort					
proposed premises:	the location of the proposed license	ed premises and at ti	ie ioliowin	g conspicuou		n in the area of the
Start Date:	19100	End D	ate:	5/1	1/0	5
Other conspicuous location	Kasilof Post Office, 23	758 Kaliforns	ky Bea	ich Rd, k	(asilo	FAK 99610
and) know the full content submitted are true and cor any attachment, or docum	BRITTA	ormation contained tion or misrepresent ufficient grounds for ute 11.56.210 to fals CIAL SEAL NY FINGER	herein, and ation of an denying o dify an appli Signature in and for	d evidence or y item or res r revoking a l ication and co	other deponse in icense/pommit the ublic	ocuments this application, or termit. I further the crime of

Dept. of Commerce AMCO

JUN 1 8 2025

Page 1 of 1



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

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet <u>must</u> be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 - Establishment Information

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

Licensee:	Kasilof River AeroGarden's LLC	River AeroGarden's LLC License Number: 40				
License Type:	Limited Marijuana Cultivation Facility					
Doing Business As:	Kasilof River Aero-Garden's					
Physical Address:	22720 Yukon Rd					
City:	Kasilof State: AK Zip Code: 99610 - 10					
Designated Licensee:	Brian Ehlers					
Email Address:	brianehlers79@gmail.com					

Section 2 - Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Form MJ-07: Public Notice Posting Affidavit
	Public Notice: Kasilof Post Office
	Public Notice: Marijuana Establishment
	RECENVED
	JUN 1 8 2025
	Dept. of Commerce AMCO

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	



Marijuana Establishment

Public Notice

Application for Marijuana Establishment License

License Number: 40302

License Status: Initiated

License Type: Limited Manjuana Cultivation Facility

Doing Business As: Kasilof River Aero-Garden's

Business License Number: 2211624

Email Address: brianehlers79@gmail.com

Latitude, Longitude: 60.310012, -151.210300

Physical Address: 22720 Yukon Rd

Kasilof, AK 99610-1042

UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10302203

Alaska Entity Name: Kasilof River AeroGarden's LLC

Phone Number: 907-690-0777

Email Address: brianehlers79@gmail.com

Malling Address: P.O. Box 1042

Kasilof, AK 99610-1042 UNITED STATES **Entity Official #1**

Type: Individual

Name: Brian Ehlers

Phone Number: 907-690-0777

Email Address: brianehlers79@gmail.com

Mailing Address: P.O. Box 1042

Kasilof, AK 99610-1042

UNITED STATES

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at

https://www.commerce.alaska.gov/web/amco. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE

5/9/25

RECENTED

JUN 1 8 2025

Dept. of Commerce

AMCO

Taken down 5/19/25 Bringth

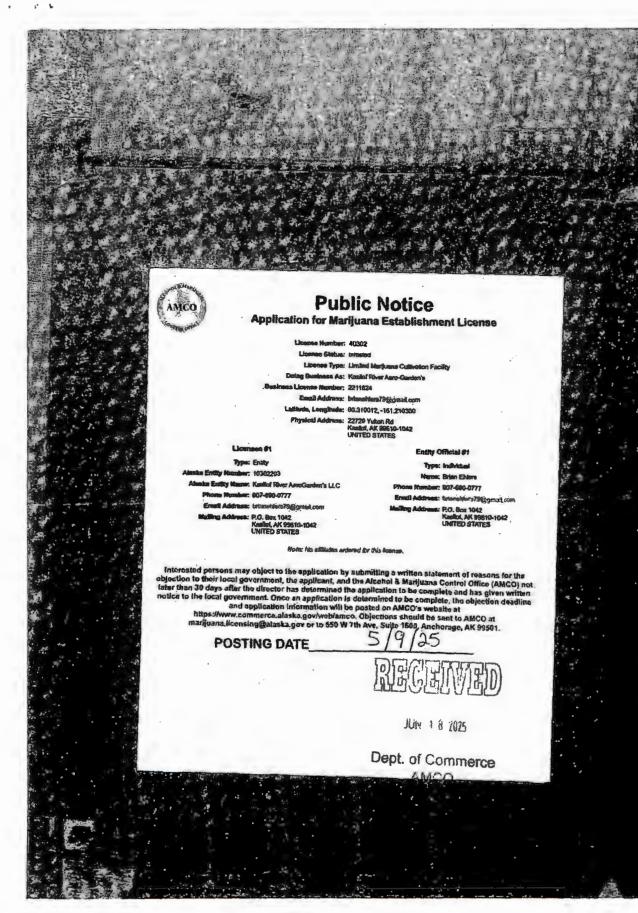
OFFICIAL SEAL BRITTANY FINGER

NOTARY PUBLIC-STATE OF ALABKA

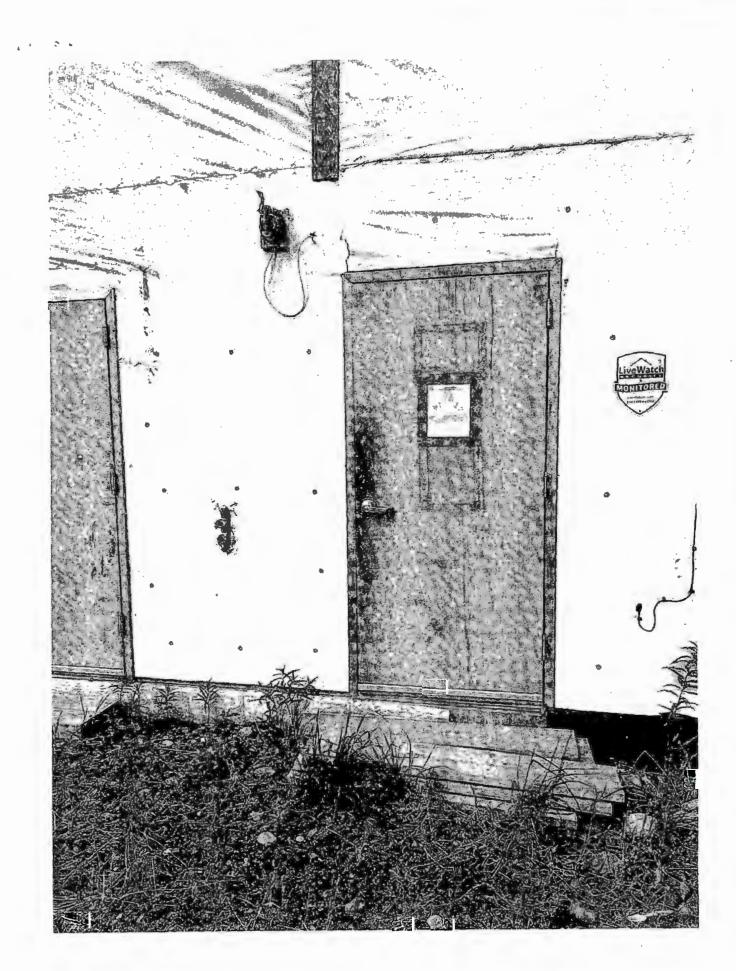
State of Alaska, 3rd Judicial District
The foregoing instrument was acknowledged before me by
Brittany Linguis Notary Public

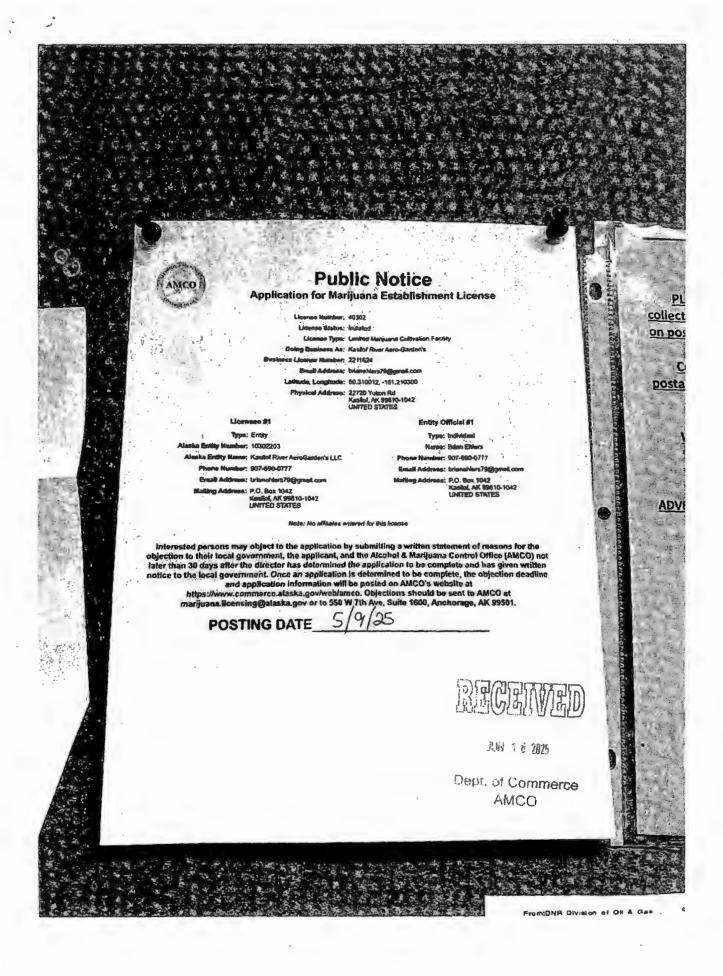
on this 17th day of Time

10035









Kasilof Post Office



Public Notice

Application for Marijuana Establishment License

License Number: 40302

License Status: Initiated

License Type: Limited Marijuana Cultivation Facility

Doing Business As: Kasilof River Aero-Garden's

Business License Number: 2211624

Email Address: brianehlers79@gmail.com

Latitude, Longitude: 60.310012, -151.210300

Physical Address: 22720 Yukon Rd

Kasilof, AK 99610-1042 UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10302203

Alaska Entity Name: Kasilof River AeroGarden's LLC

Phone Number: 907-690-0777

Ernail Address: brianehlers79@gmail.com

Mailing Address: P.O. Box 1042

Kasilof, AK 99610-1042 UNITED STATES

Entity Official #1

Type: Individual

Name: Brian Ehlers

Phone Number: 907-690-0777

Email Address: brianehlers79@gmail.com

Mailing Address: P.O. Box 1042

Kasilof, AK 99610-1042 UNITED STATES

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at

https://www.commerce.alaska.gov/web/amco. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE

Taken down 5/19/25 Beine Eller

JUN 1 8 2025





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

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet <u>must</u> be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 - Establishment Information

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

Licensee:	Kasilof River AeroGarden's LLC	License Number:		40302	
License Type:	Limited Manjuana Cultivation Facility				
Doing Business As:	Kasilof River Aero-Garden's				
Physical Address:	22720 Yukon Rd				
City:	Kasilof	State:	AK	Zip Code:	99610 - 1042
Designated Licensee:	Brian Ehlers				
Email Address:	brianehlers79@gmail.com				

Section 2 - Attached Items

List all documents, payments, and other Items that are being submitted along with this page.

Attached Items:	Form	MJ-09: Staten	nent c	20	Financial	Interest
						Wild
					JUN 1 1	2025
·,					Dept. of Co AMC	mmerce O

OFFICE USE ONLY					
Received Date:	Payment Submitted Y/N:	Transaction #:			



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

Form MJ-09: Statement of Financial Interest

Why is this form needed?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each proposed licensee before any license application will be considered complete.

Section 1 - Establishment Information

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

Licensee:	Kasilof River AeroGarden's LLC	License	e Number:	4030	2
License Type:	Limited Marijuana Cultivation Facil	lity			
Doing Business As:	Kasilof River Aero-Garden's				
Premises Address:	22720 Yukon Road				
City:	Kasilof	State:	Alaska	ZIP:	99610-1042
		-		1-11 11	AL TOWN

Section 2 - Individual Information

ALP: 1 8 2075

Enter information for the individual licensee.

Dept.	of	Commerce
	AA	ACO

Name:	Brian Ehlers		749(1,1)
Title:	Owner/Operator		
SSN:		Date of Birth;	



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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 - Certifications

Intentiane of itensee	organizate of necessee	Hian.
rinted name of licensee	Signature of licensee	
Brian Ehlers	Yrus III	
n application and commit the crime of unsworn falsific	ation.	
	t is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify	
	erstand that any falsification or misrepresentation of any Item or ments to support this application, is sufficient grounds for denying	
	e that all of the information contained herein, and evidence or	BE
	subscribing to this application and that I have read the complete	The comment of
5.34.		
,	pdating an FBI Identification record are set forth in Title 28, CFR,	
entification record.		<u></u> :
	nallenge the accuracy of the information contained in the FBI	BE
understand that my fingerprints will be used to check	the criminal history records of the Federal Bureau of Investigation	
further certify that any ownership change shall be rep	ported to the board as required under 3 AAC 306.040.	BE
		DE .
tense is being applied for.	source faith and positions to when a marifactive establishment	1
rect or indirect financial interest, as defined in 3 AAC 3	306.015(e)(1), in the business for which a marijuana establishment	BE

\$6-63-2026

JUN 1 8 2025

Dept. of Commerce

AMCO Page 2 of 2

Department of Commerce, Community, & Economic Development

Alcohol & Marijuana Control Office

License #40302 Initiating License Application 2/22/2025 12:43:21 AM

License Number: 40302 License Status: New

License Type: Limited Marijuana Cultivation Facility

Doing Business As: Kasilof River Aero-Garden's

Business License Number: 2211624

Designated Licensee: Brian Ehlers

Email Address: brianehlers79@gmail.com
Local Government: Kenai Peninsula Borough
Local Government 2: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 60.310012, -151.210300

Physical Address: 22720 Yukon Rd

Kasilof, AK 99610-1042 UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10302203

Alaska Entity Name: Kasilof River AeroGarden's LLC

Phone Number: 907-690-0777

Email Address: brianehlers79@gmail.com

Mailing Address: P.O. Box 1042

Kasilof, AK 99610-1042 UNITED STATES Entity Official #1

Type: Individual

Name: Brian Ehlers

Phone Number: 907-690-0777

Email Address: brianehlers79@gmail.com

Mailing Address: P.O. Box 1042

Kasilof, AK 99610-1042 UNITED STATES

Note: No affiliates entered for this license.