

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
 LICENSING**

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Worner Brothers Horticulture LLC

Entity Type: Limited Liability Company

Entity #: 10036419

Status: Good Standing

AK Formed Date: 3/3/2016

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: 32697 STERLING HWY, STERLING, AK 99672-9200

Entity Physical Address: 32697 STERLING HWY, STERLING, AK 99672-9200

Registered Agent

Agent Name: Jeff Worner

Registered Mailing Address: 32697 STERLING HWY, STERLING, AK 99672-9200

Registered Physical Address: 32697 STERLING HWY, STERLING, AK 99672-9200

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Jeff Worner	Member	100

Alaska Entity #10036419

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

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Worner Brothers Horticulture LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective March 03, 2016.

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

Chris Hladick
Commissioner



THE STATE
of **ALASKA**

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

FOR DIVISION USE ONLY

Web-10/9/2017 2:24:27 PM

Limited Liability Company
2018 Biennial Report
For the period ending December 31, 2017

- This report is due on January 02, 2018
- \$100.00 if postmarked before February 02, 2018
- \$137.50 if postmarked on or after February 02, 2018

Entity Name: Worner Brothers Horticulture LLC
Entity Number: 10036419
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Jeff Worner
Physical Address: 32697 STERLING HWY,
STERLING, AK 99672-9200
Mailing Address: 32697 STERLING HWY,
STERLING, AK 99672-9200

Entity Physical Address: 32697 STERLING HWY, STERLING, AK 99672-9200

Entity Mailing Address: 32697 STERLING HWY, STERLING, AK 99672-9200

Please include all officials. Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Jeff Worner	32697 STERLING HWY, STERLING, AK 99672-9200	100	Member

Purpose: Any Lawful

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: Jeff Worner

Received by AMCO 11/01/17

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

WORNER BROTHERS HORTICULTURE

32697 STERLING HWY STERLING AK 99672

owned by

WORNER BROTHERS HORTICULTURE LLC

is licensed by the department to conduct business for the period

October 12, 2017 through December 31, 2018
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting

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

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

Chris Hladick
Commissioner



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Worner Brothers Horticulture LLC

A Single Member-Managed Limited Liability Company

ARTICLE I
Company Formation

1.1 **FORMATION.** The Member hereby does form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.

1.2 **NAME.** The name of the Company shall be: Worner Brothers Horticulture LLC.

1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Jeff Worner

32697 Sterling Hwy

Sterling, Alaska 99672

1.4 **TERM.** The Company shall continue for a perpetual period unless,

(a) The Member votes for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Member; or

(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Alaska.

1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to operate as a state licensed marijuana cultivation facility

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

32697 Sterling Hwy
Sterling, Alaska 99672

The principal place of business may be changed to a location the Member may select. The Member may also choose to store company documents at any address the Member chooses.

1.8 **MEMBER.** The name and place of residence of the member are contained in Exhibit 1 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or a sale of current a percent of current Member's interest.

ARTICLE II **Capital Contributions**

2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement. The total value of such property and cash is undetermined.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 3.2 **DISTRIBUTIONS.** The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Member. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).
- 3.3 **C CORPORATION ELECTION.** The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE IV **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Member.
- 4.2 **MEMBER.** The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.
- 4.3 **POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.7 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

- 4.8 **COMPANY INFORMATION.** Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.
- 4.9 **EXCULPATION.** Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.
- 4.10 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, 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) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he/she 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 his/her conduct was lawful.
- 4.11 **RECORDS.** The Member shall cause the Company to keep at its principal place of business or other location the following:
- (a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
 - (b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
 - (c) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V
Compensation

- 5.1 **MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI
Bookkeeping

- 6.1 **BOOKS.** The Member shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Member shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;
 - (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) Distributions to him/her in reduction of Company capital;
 - (b) The Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Member shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** According to the appropriate Court, should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Member or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

ARTICLE VIII

Dissolution

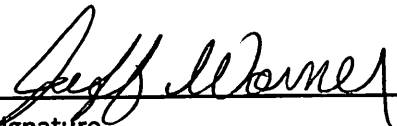
- 8.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Member's express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 8 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Worner Brothers Horticulture LLC, adopted by the member as of April, 17 2018.

Member:



Signature

Printed Name Jeff Worner

Percent: 100 %

EXHIBIT 1

LISTING OF MEMBERS

As of the 17th day of April, 2018 the following is a list of Members of the Company:

Name Jeff Worner Percent 100 %

Address 32697 Sterling Hwy, Sterling Alaska 99672



Alaska Marijuana Control Board
Form MJ-00: Application Certifications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Horticulture LLC	License Number:	15403
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Worner Brothers Horticulture		
Premises Address:	32697 Sterling Hwy		
City:	Sterling	State:	ALASKA
		ZIP:	99672

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jeff Worner
Title:	Owner

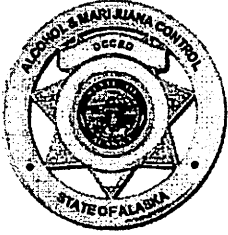
Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?



Alaska Marijuana Control Board
Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

JW

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

JW

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

JW

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

JW

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.

JW

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.

JW

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).

JW

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

JW

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.

JW

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

JW

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

JW

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.

JW



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

Alaska Marijuana Control Board Form MJ-00: Application Certifications

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

Initials

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

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

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

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

JW

All marijuana establishment license applicants:

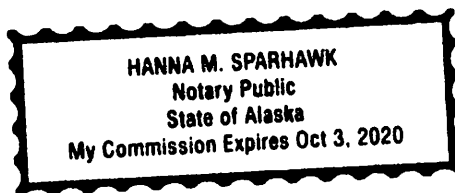
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of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

Jeff Warner
Signature of licensee

Subscribed and sworn to before me this 31 day of October, 2017.

Hanna M. Sparhawk
Notary Public in and for the State of Alaska.

My commission expires: Oct 3, 2020





Alaska Marijuana Control Board

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

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

What must be covered in an operating plan?

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

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

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Horticulture LLC	License Number:	15403		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Worner Brothers Horticulture				
Premises Address:	32697 Sterling Hwy				
City:	Sterling	State:	ALASKA	ZIP:	99672
Mailing Address:	32697 Sterling Hwy				
City:	Sterling	State:	ALASKA	ZIP:	99672
Primary Contact:	Jeff Worner				
Main Phone:	907-953-2408	Cell Phone:	907-953-2408		
Email:	jworner@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

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

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

Restricted Access Areas (3 AAC 306.710):

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

The Licensed Cultivation Facility will not be open to the public at any time. The exterior doors will remain locked at all times. As per 3 AAC 306.710 Each entrance to a restricted access area will be marked by a sign stating "Restricted Access Area, Visitors Must Be Escorted". The building will be equipped with ample outdoor lighting to facilitate identification of any intruder, Video security as required by regulations will be in use.

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

Visitors will only be allowed access on an extremely limited basis. Visitors will be required to show identification as required by the regulations proving that the visitor is at least 21 years of age. Visitors will be supervised at all times during the visit by the licensee, employee, or agent of the licensee.
Visitors will be given a visitor identification badge before entering the facility. Visitors will be escorted at all times during the visit and no more than 5 visitors will be allowed at one time per licensee, employee, or agent of the licensee.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

We will maintain a visitor log book, showing the name of each visitor and date and time of visit as well as the time the visitor/visitors arrived and the time that they left the facility.

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





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

We will installed sufficient lighting on all exterior walls of the building to provide ample lighting for Security of the building, including lighting sufficient to provide for identification of individuals monitored by security cameras installed on the building. And as a deterrent to unauthorized individuals.

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

The Licensed Cultivation Facility will be protected by a name brand security system which is connected to phone and internet for fast notification and response times. Other sensors will be installed for sound and motion detection. Authorities and or the licensee will be notified in the event of a breach of security.

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

All external doors and windows will be equipped with sensors and this alarm system will be activated during all hours when the building is not occupied. As per 3 AAC 306.715(d) this facility will use commercial grade, non-residential door locks on all exterior entry points to the facility.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

All plants will be tagged and tracked from seed to sale, and in the case of cuttings, they will be tagged when 8" tall and rooted and transferred into hydroponic media. No Plants or plant material will be allowed to leave the facility unless destroyed or an appropriate transport manifest has been created as per the regulations.

The Owner, employees, visitors and other individuals will be held to a zero-tolerance policy on the diversion of marijuana (3 AAC 306.715(c)(1).

If the tracking system shows any discrepancy or signs of diversion of product authorized personnel will immediately investigate, review security footage and notify the Marijuana Control Office.

Describe your policies and procedures for preventing loitering:

Since this license is for a cultivation facility only and not open to the public in any way. loitering on the property will not be permitted , the building will be properly posted with signage indicating that this is a restricted access area and trespassing will result in the authorities being notified if any person is found to be hanging around outside of the building.

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

The premises will be protected with an alarm system and security cameras as required. also motion detection will be in use inside the building during hours that the building is unoccupied.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

verify any breach of security, notify authorities as to cause of security breach. wait for authorities to arrive in case of actual breach of security.

Video Surveillance (3 AAC 306.720):

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

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Security cameras will be placed within 20 feet of all entrances to the building and inside the building within 20 feet of all exits and with a clear view all of the restricted access area's, entrances and exits.

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

The security camera system will be placed in a locked server enclosure within the locked office (see premise diagram), access to the office only to authorized personnel, law enforcement, or an agent of the board. The key to the server enclosure will be kept in a secure lock box only accessible to the owner, law enforcement, or an agent of the board.
 As per 3 AAC 306.715(d) this facility will use commercial grade, non-residential door locks on all exterior entry points to the facility.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area

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

Video surveillance records are stored off-site



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Business Records (3 AAC 306.755):

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

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

A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment

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

Records related to advertising and marketing

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

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

All records normally retained for tax purposes

Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintained all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All printed records will be scanned and stored on the secure server in the office and backed up digitally. All digital data will be stored on the secure server inside the office for at least 6 months and then will be archived outside of the premises all digital records of business will be maintained on the secure server in the office and back ups will be locked up in a safe in the office. after 6 months those digital backups will be archived outside of the premises.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

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

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

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

Marijuana Tracking and Weighing:

Yes No

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

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

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

The business will use the marijuana tracking system prescribed by the board. it is assumed that this tracking system will meet all of the requirements of sharing information with the board.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Employee Qualification and Training

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

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

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

Marijuana Handler Permit:

Yes No

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

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person’s marijuana handler permit card in that person’s immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

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

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

Each employee of the business will be required to complete the approved training and provide a marijuana handler permit to the licensee before being allowed to enter or work at the premises. so that the business will be able to verify the employee's qualifications and the expiration date of the handler permit. the permit card must be in the possession of the employee or a valid copy on file on site. In addition all employees will be given hands on training in their prospective area for two weeks upon initial hire. They will be briefed on our security and safety requirements, They will be trained to recognize diversion, understand our no tolerance policy and the proper way to immediately report any possible violations.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

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

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

Marijuana Waste Disposal:

Yes No

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

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

Any solid waste produced as a result of cultivation, Shade leaves, stocks and stems, roots, and waste trimmings during cultivation will be logged and stored in trash barrels in secure restricted access area (trim/dry room) until at least 3 days notice has been in the marijuana inventory tracking system. then the marijuana waste will be ground and mixed with other compost material/soil at a ratio of at least 50/50. Solid waste will then be removed from the facility to the local landfill. Any non nutrient waste water will be disposed of in an approved septic system or recycled on site. Any nutrient waste water will be removed and used as fertilizer for vegetable gardens, lawn grass, hay fields.

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

All of the ground marijuana plant waste will be mixed with at least an equal amount of soil, worm castings, animal waste such as excrement, ordinary compostable kitchen waste, and other vegetative compost such as garden waste, grass clippings, peat or sand.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Prior to any marijuana waste leaving our establishment it will be ground/shredded/chipped then all of the ground marijuana plant waste will be mixed with at least an equal amount of other compostable materials and or soil to a minimum of (50/50 ratio) so as to render it unusable for any purpose for which it was grown.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

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

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

Yes No

Marijuana Transportation:

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

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

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

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

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

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

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

The marijuana product will be weighed to be packaged using scales registered in compliance with AS 45.75.080 (weights and measures act).
The marijuana product will be packaged in bulk package up to and not to exceed 5lbs to retail or manufacturing facility. Packaging and labeling for retail sale will be done by retailer or manufacturing facility.
Labeled and secured for shipment in accordance with 3 AAC 306.475 of the regulations and the cultivation facility's transportation policy, using the metric marijuana tracking system prescribed by the board. A transport manifest will remain with the marijuana at all times while being transported and a copy of it will be left with marijuana establishment that receives the shipment.
The finished product will be transported in a cargo van equipped with a secure lock box and tamper evident seal so that the product is secured throughout the transport from our cultivation facility to retail store/ manufacturing facility, testing facility or other licensed cultivation facility.

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

The marijuana product will be secured in the back of a cargo van in a locked secure metal storage compartment and with a tamper evident seal for the entire transport from our cultivation facility receiving area to it's destination as listed on the transport manifest.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

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

We will not be using any advertising signage at or around the facility.
On each exterior wall of the facility will be posted with "No Trespassing" and "Video Surveillance in use". (10"x12") signs.
Each entrance to the building will be marked with signs reading "Restricted Access Area, Visitors must be escorted" (12"X12") signs.

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

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

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

Applicants should be able to answer "Agree" to all items below.

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

Is false or misleading

Promotes excessive consumption

Represents that the use of marijuana has curative or therapeutic effects

Depicts a person under the age of 21 consuming marijuana

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

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

On or in a public transit vehicle or public transit shelter

On or in a publicly owned or operated property

Within 1000 feet of a substance abuse or treatment facility

On a campus for post-secondary education

Signage and Promotional Materials:

Agree Disagree

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

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

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

No person under the age of 21 will be allowed access to the cultivation facility at any time. Visitors will be required to show a valid ID for proof of age and identity prior to being allowed to enter the facility as well as all other requirements for visitors to gain access to the facility.

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

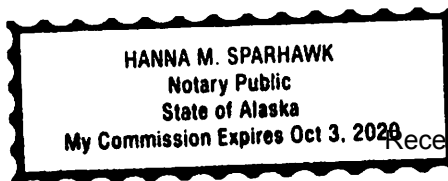
Jeff Worner
Signature of licensee

Jeff Worner
Printed name

Subscribed and sworn to before me this 31 day of October, 2017

Hanna M. Sparhawk
Notary Public and for the State of Alaska.

My commission expires: 04/3, 2020





Alcohol and Marijuana Control Office
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Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

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

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

Yes No

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

Section 1 - Establishment Information

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

Licensee:	Worner Brothers Horticulture	License Number:	15403		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Worner Brothers Horticulture				
Premises Address:	32697 Sterling Hwy				
City:	Sterling	State:	ALASKA	ZIP:	99672



Alcohol and Marijuana Control Office

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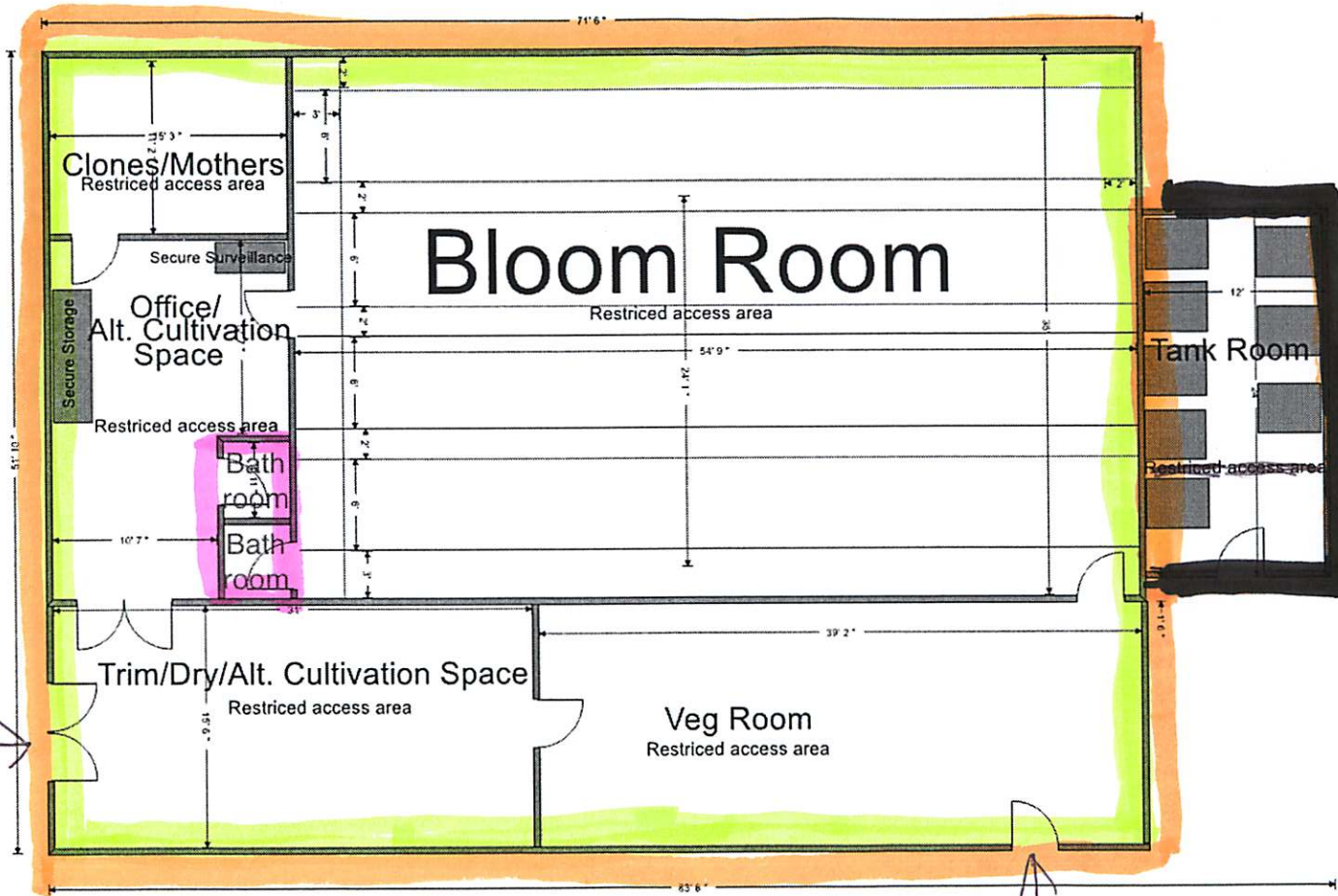
Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.


Building is a frame Construction Commercial Building with metal roof and siding.
 2'x6" (Fire Rated)



No Marijuana in Tank Room!

 Restricted Access Area

 ~~Unrestricted~~ Licensed Premises

 Unrestricted Access Area
 "Bathrooms"

Entrance
Exit

Received by AMCO 4/25/18



Find a place

Bing Brown's

Sterling Hwy

Property Boundary

Anna Ln

Anna Ln

Sackett's Green House

Permafrost Distributors

June Dr

1

Sterling Hwy

Ruth Ln

Ruth Ln

Ruth Ln

Map

Lite Mode Map data ©2018 Google Imagery ©2018, DigitalGlobe Terms 20 m

House

Cultivation Facility

Received by AMCO 4/17/18



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

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

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

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

This form must be submitted to AMCO's main office before any marijuana cultivation facility license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Horticulture LLC	License Number:	15403		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Worner Brothers Horticulture				
Premises Address:	32697 Sterling Hwy				
City:	Sterling	State:	ALASKA	ZIP:	99672



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

Alcohol and Marijuana Control Office
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Section 2 – Prohibitions

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

The marijuana cultivation facility will not:

Agree Disagree

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

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

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

Section 3 – Cultivation Plan

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

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

The total area under cultivation will be 3528 sq ft which is the entire building minus the tank room.
 The square footage of the tank room is 280 sq ft.
 The bloom room dimensions are 54' 9" X 35' is 1916 sq ft.
 The veg room dimensions are 39' 2" X 15' 6" is 604 sq ft.
 The clone room dimensions are 11' 2" X 15' 3" is 170 sq ft.
 The trim/dry room dimensions are 15' 3" X 31' is 472 sq ft.
 The office room dimensions are 15' 3" X 24' is 366 sq ft. minus the 2 bathrooms



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

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

Expanded clay pellets will be used as a growing media

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

Liquid and powdered nutrient mixes will be used including:
Nitrogen, Phosphorus, Potassium, Calcium, Sulfur, iron, magnesium, and other micro-nutrients as needed: boron (B), chlorine (Cl), copper (Cu), iron (Fe), manganese (Mn), molybdenum (Mo), and zinc (Zn).
CO₂ enrichment will be accomplished through a certified natural gas fired CO₂ generator and controller. delivered by air handling system
Nutrient delivery will be accomplished with top feed drip system with drain to reservoir recirculating deep water culture system.

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

Irrigation will be accomplished through a top feed drain to reservoir recirculating deep water culture sytem.
Any nutrient solutions to be disposed of will be used to water alternative crops, grass, hay.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

Any solid waste produced as a result of cultivation, Shade leaves, stocks and stems, roots, and waste trimmings during cultivation will be logged and stored in trash barrels in secure restricted access area (trim/dry room) until at least 3 days notice has been in the marijuana inventory tracking system. then the marijuana waste will be ground and mixed with other compost material/soil at a ratio of at least 50/50. Solid waste will then be removed from the facility to the local landfill.

Any non nutrient waste water will be disposed of in an approved septic system or recycled on site.

Any nutrient waste water will be removed and used as fertilizer for vegetable gardens, lawn grass, hay fields.

Section 4 – Odor Control

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

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

Odor control will be accomplished with the use of carbon filters on any air which is exhausted from the building



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

Section 5 – Testing Procedure and Protocols

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

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

I understand and agree that:

Agree Disagree

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

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

All harvested marijuana will be processed into harvest batches up to 5lb each. Once dried and cured but prior to being sold to a retail marijuana store or manufacturing facility, A random test sample will be taken from each harvest batch. The harvest batch related to each test sample will be segregated until test results have been returned from the marijuana testing facility. The individual responsible for collection will prepare a signed statement attesting that each sample was randomly selected, provide a signed statement to the testing facility, and maintain a copy as a business record. The facility will transport all samples to a licensed testing facility in compliance with the state regulations and the company's transportation policies. The facility will ensure that any individual transporting marijuana has a valid marijuana handler permit issued by AMCO. The facility will maintain all testing results as part of its official business records, and will enter the results in METRC.



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

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Section 6 – Security

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

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

The marijuana cultivation facility applicant has:

Agree Disagree

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

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

Restricted Access Area (3 AAC 306.430):

Yes No

Will the marijuana cultivation facility include outdoor production?

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

No cultivation will occur outside of the indoor licensed premise area.



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

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(Additional Space as Needed):

We will not be packaging (Labeling) marijuana product for retail sale.

Below is label we will be using on our wholesale packages.

Business Name: Worner Brothers Horticulture

License Number: 15403

Batch-Lot Number:

Gross Weight: Net MJ Weight:

Packaging Date: Best By Date:

Strain:

Tested By: License Number:

Total THC: THCA: CBD: CBDA: CBN:

Microbial Test:

Pesticides: Fungicides: Herbicides

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under it's influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.



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

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

All windows and doors with glass will either be blocked off, permanently removed, or blacked out, so that no activity within the licensed premise can be seen from outside of the building.

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

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

Jeff Warner

Signature of licensee

Jeff Warner

Printed name

Subscribed and sworn to before me this 31 day of October, 2017.

HANNA M. SPARHAWK
 Notary Public
 State of Alaska
 My Commission Expires Oct 3, 2020

Hanna M. Sparhawk
 Notary Public in and for the State of Alaska.

My commission expires: Oct 3, 2020



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Horticulture LLC	License Number:	15403		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Worner Brothers Horticulture				
Premises Address:	32697 Sterling Hwy				
City:	Sterling	State:	ALASKA	ZIP:	99672

Section 2 – Certification

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

Start Date: Oct 19, 2017 End Date: Oct 29, 2017

Other conspicuous location: Permafrost Distributors

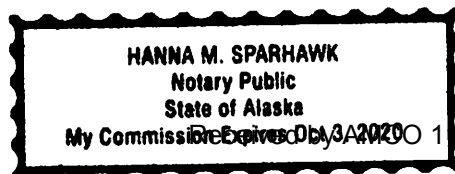
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

[Signature]
 Signature of licensee

Subscribed and sworn to before me this 31 day of October, 2017.

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

My commission expires: Oct 3, 2020





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Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Horticulture LLC	License Number:	15403
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Worner Brothers Horticulture		
Premises Address:	32697 Sterling Hwy		
City:	Sterling	State:	ALASKA
		ZIP:	99672

Section 2 – Certification

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

Local Government: Kenai Peninsula Borough Date Submitted: 10-23-17
 Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

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

Jeff Worner
 Signature of licensee

Subscribed and sworn to before me this 23 day of October, 2017.



John Blankenship
 Notary Public in and for the State of Alaska.

My commission expires: 9/20/19



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

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

Licensee:	Worner Brothers Horticulture LLC	License Number:	15403		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Worner Brothers Horticulture				
Premises Address:	32697 Sterling Hwy				
City:	Sterling	State:	ALASKA	ZIP:	99672

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jeff Worner
Title:	Owner



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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

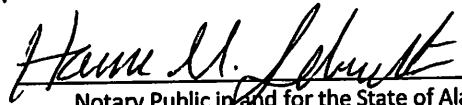
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

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



Signature of licensee/affiliate

Subscribed and sworn to before me this 31 day of October, 2017.



Notary Public in and for the State of Alaska.



My commission expires: Oct 3, 2020

Alcohol & Marijuana Control Office

License Number: 15403

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: WORNER BROTHERS HORTICULTURE

Business License Number: 1033333

Designated Licensee: Jeff Worner

Email Address: jworner@gmail.com

Local Government: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 60.526000, -150.726000

Physical Address: 32697 Sterling Hwy
Sterling, AK 99672
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10036419

Alaska Entity Name: Worner Brothers Horticulture LL
C

Phone Number: 907-953-2408

Email Address: jworner@gmail.com

Mailing Address: 32697 Sterling Hwy
Sterling, AK 99672
UNITED STATES

Entity Official #1

Type: Individual

Name: Jeff Worner

[REDACTED]

[REDACTED]

Phone Number: 907-953-2408

Email Address: jworner@gmail.com

Mailing Address: 32697 Sterling Hwy
Sterling, AK 99672
UNITED STATES

Note: No affiliates entered for this license.

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective June 1st 2017 [Date], by and between Linda Womer/Naptown Properties LLC [Landlord] ("Landlord") and Womer Brothers Horticulture LLC [Tenant] ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 32697 Sterling Hwy, Sterling AK 99672 [Address of Building] and legally described as follows (the "Building"): T 5N R 8W SEC 17 Seward Meridian KN 0001778 GREGORY SUB ADDN NO 4 LOT 11 BLK 8 EXCLUDING THAT PORTION FOR ROW PER WD 394 @ 965 [Legal Description of Building]

Landlord makes available for lease the Building designated as Old Naptown Trading Post Building [Suite or Other Number of Leased Building] (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning June 1st 2017 [Start Date] and ending June 1st 2018 [End Date]. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 1 Year [Renewal Term]. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$57,600.00 [Annual Rent] per year, payable in installments of \$4,800.00 [Monthly Rental Amount] per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 32697 Sterling Hwy, Sterling AK 99672 [Landlord's Designated Payment Address] or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$9,000.00 [Security Deposit].

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$57,600.00 [Annual Rent in Renewal Term] per year payable in installments of \$4,800.00 [Monthly Rental Amount] per month.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. It is understood that the Tenant will be using the premises as a state licensed marijuana cultivation facility

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon

some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and local and state government regulations.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall comply with all government regulations regarding entry and not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may not take possession or remove marijuana from the premises and AMCO enforcement will be contacted. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord

on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

17. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Linda Worner
[Landlord]

32697 Sterling Hwy, Sterling AK 99672
[Landlord's Address]

If to Tenant to:

Jeff Worner
[Tenant]

32697 Sterling Hwy, Sterling AK 99672
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

20. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

22. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

23. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

24. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

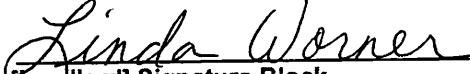
25. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.


26. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alaska.

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



[Landlord] Signature Block



[Tenant] Signature Block

CLARION PENINSULA

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

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA, }
STATE OF ALASKA } SS:

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

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Morris Publishing Group/Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the

Marijuana License
a printed copy of which is hereto annexed was published in said paper once each and every Wk for 3 successive and consecutive Wks in the issues on the following dates:

NEW STANDARD MARIJUANA CULTIVATION FACILITY LICENSE

Worner Brothers Horticulture LLC is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #15403, doing business as WORNER BROTHERS HORTICULTURE, located at 32697 Sterling Hwy, Sterling, AK, 99672, UNITED STATES.

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

Pub: 10/22,29,11/5/2017 8174999/716243

Account No. 1000716243

WORNER BROTHERS HORTICULTURE L
32697 STERLING HIGHWAY STERLING AK 99672 US

Ad # 8174999

Pub Date	Edition	Section	Page
10/22/2017	KEN PENINSULA CLARION	LEGAL NOTICES	C 3
10/29/2017	KEN PENINSULA CLARION	LEGAL NOTICES	C 3
11/05/2017	KEN PENINSULA CLARION	LEGAL NOTICES	C 3

X [Signature]
SUBSCRIBED AND SWORN to me before
this 2th day of November 2017.
[Signature]
NOTARY PUBLIC in favor for the State of Alaska.



My commission expires August 29, 2020.