



March 29, 2019

Kenai Peninsula Borough
Attn: Johni Blankenship
VIA Email: jblankenship@kpb.us
CC: micheleturner@kpb.us
tshassetz@kpb.us

License Number:	18929
License Type:	Retail Marijuana Store
Licensee:	SEEDS & STEMS LLC
Doing Business As:	SEEDS & STEMS LLC
Physical Address:	43280 Kenai Spur Highway, Unit E Nikiski, AK 99635
Designated Licensee:	Jenny Foster
Phone Number:	907-830-8666
Email Address:	Jenny@AlaskaCannabis.com

New Application

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

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

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

This application will be in front of the Marijuana Control Board at our May 1-3, 2019 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Environmental
Conservation**

DIVISION OF ENVIRONMENTAL HEALTH
FOOD SAFETY & SANITATION PROGRAM

43335 Kalifornsky Beach Rd Suite 11
Soldotna, Alaska 99669
Main: 907.262.3413
Fax: 907.262-2294
www.dec.alaska.gov/eh/fss
heidi.isernhagen@alaska.gov

August 28, 2018

Toby Foster
Seeds & Stems
43280 Kenai Spur Hwy
Kenai, Alaska 99611

Subject: DEC Food Establishment Permit Not Required

Dear Mr. Foster,

Thank you for your recent application for a permit from the Department of Environmental Conservation's Food Safety and Sanitation program. This letter is to inform you that the marijuana establishment you have described in your application does not require a permit under the Alaska Food Code (18 AAC 31) since your plan is to sell only prepackaged, non-potentially hazardous food (18 AAC 31.012(c)(1)).

Non-potentially hazardous foods are foods that do not support the growth of dangerous bacteria because of their water activity, pH, or a combination of the two. A good method to determine whether a food is non-potentially hazardous is whether it requires refrigeration to keep it safe or preserve it. If it does not require refrigeration, it is most likely non-potentially hazardous. If you are unsure about the safety of a product and whether it requires temperature control be sure to contact the Food Safety and Sanitation program for more information.

Please be aware that if you change the type of food that you sell at your establishment to include foods that are potentially hazardous, you will be required to submit a plan of your operations and apply for a food establishment permit.

Sincerely,

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

Heidi Isernhagen
Environmental Health Officer II



Application for Food Establishment Permit

Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program



Permit ID:

Section 1- GENERAL INFORMATION (All applicants complete entire section - please print).

Purpose (check one) New Information Change Extensive Remodel Change of owner/operator Reactivate

Owner/Business Information	Name of Entity or Owner Responsible for Food Service Seeds & Stems		AK Business License # 1075126		
	Business/Corporate Mailing Address PO Bo 595		City Kenai	State AK	Zip 99611
	Business/Corporate Phone (907) 690-0091		Email Toby@AlaskaCannabis.com		
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Toby Foster CEO			Fax	
	Type of Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other:				

Establishment Information	Establishment Name Seeds & Stems		Physical Location 43280 Kenai Spur Hwy		Nearest Community Kenai	
	Establishment Mailing Address PO Bix 595		City Kenai	State AK	Zip 99611	
	Establishment Phone (907) 690-0091		Fax		Contact Person Toby Foster	
	Establishment Physical Address 43280 Kenai Spur Hwy		City Nikiski	State AK	Zip 99635	

SEATING: (Food Service Only) N/A 25 or less 26-100 > 101

TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

Marijuana Retail Store

SECTION 2 - NEW OR EXTENSIVELY REMODELED FACILITIES

a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the Plan Review Application? Yes No

SECTION 3 - COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

FOOD SERVICE ESTABLISHMENTS

a. A copy of your menu will be required. Have you attached a copy of the proposed menu? Yes No

b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve:
 Wild Mushrooms Unpasteurized juices Farmed halibut, salmon, or sablefish
 Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.

c. Methods of food preparation (check the one that most closely describes the establishment):
 Assembly of Ready to Eat Foods Cook and Serve **N/A**
 Hot or cold Service for 2 hours or more is done
 Complex (Preparation 1 day or more in advance, cooling and reheating is done).

d. Style of Service: Counter Service Self Service (i.e. buffet line, salad bar) Table Service
 Other:

e. Do you plan to operate as a caterer? Yes No
If yes, list all the equipment used to protect food from contamination and maintain product temperature during:
Transportation: Hot or Cold Holding:

Permit ID(s)

Establishment Name(s)

f.	Will your food establishment be a <u>kiosk</u> or <u>mobile unit</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Are employee toilets available within 200 feet? <i>If you have an agreement with another business to use their restrooms, please attach written verification.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If you have a kiosk, is it located outside of a building?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Will you have a service provide water or remove wastewater? <i>If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Will another permitted food establishment (<u>commissary</u>) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FOOD PROCESSORS

a.	A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Describe who you will be distributing your product to (i.e. grocery stores, etc):		
c.	Will you be doing any of the following processes? Check all that apply.		
	<input type="checkbox"/> Reduced Oxygen Packaging	<input type="checkbox"/> Smoking	<input type="checkbox"/> Other:
	<input type="checkbox"/> Low Acid Canned Foods	<input type="checkbox"/> Curing	
	<input type="checkbox"/> Shelf Stable Acidified Foods	<input type="checkbox"/> Dehydrating	
	<i>Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.</i>		
d.	Do you have a <u>HACCP Plan</u> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
	<i>Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.</i>		
e.	You are required to have a product coding system and a <u>recall plan</u> . Have you attached a copy of the coding system and recall procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

MOBILE RETAIL VENDOR SELLING SEAFOOD

a.	A list of products that you will be selling is required. Have you attached a copy of the list of products?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b.	Provide names of suppliers where you will be purchasing your product:		
c.	Will all of your product be prepackaged?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d.	Will another permitted food establishment (<u>commissary</u>) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .	<input type="checkbox"/> Yes	<input type="checkbox"/> No

MACHINES VENDING POTENTIALLY HAZARDOUS FOODS

a.	Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card

a.	Have you attached a copy of a <u>Food Manager's Certification</u> ? <i>The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b.	Does everyone who works or will work at the food establishment have a <u>Food Worker Card</u> ? <i>An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A

I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.

Applicant's Signature		Date	8/25/18
Applicant's Printed Name	Toby Foster	Title	CEO

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

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Seeds & Stems LLC

Entity Type: Limited Liability Company

Entity #: 10087136

Status: Good Standing

AK Formed Date: 6/28/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: PO BOX 595, KENAI, AK 99611

Entity Physical Address: 43280 KENAI SPUR HWY, NIKISKI, AK 99635

Registered Agent

Agent Name: Toby Foster

Registered Mailing Address: PO BOX 595, KENAI, AK 99611

Registered Physical Address: 43280 KENAI SPUR HWY., NIKISKI, AK 99635

Officials

Show Former

AK Entity #	Name	Titles	Owned
	David Lucey	Member	16.83
	Dwain Foster	Member	13.50
	Jason Swircenski	Member	11.50
	Jenny Foster	Member, Manager	37.50

AK Entity #	Name	Titles	Owned
	John Cox	Member	18
	Robert Rood	Member	2.67

Filed Documents

Date Filed	Type	Filing	Certificate
6/28/2018	Creation Filing	Click to View	Click to View
8/12/2018	Initial Report	Click to View	

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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

Articles of Organization
Domestic Limited Liability Company

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1 - Entity Name

Legal Name: Seeds & Stems LLC

2 - Purpose

The Lawful Retail Sale Of Cannabis.

3 - NAICS Code

452990 - ALL OTHER GENERAL MERCHANDISE STORES

4 - Registered Agent

Name: Toby Foster

Mailing Address: PO Box 595, Kenai, AK 99611

Physical Address: 43280 Kenai Spur Hwy., Nikiski, AK 99635

5 - Entity Addresses

Mailing Address: PO Box 595, Kenai, AK 99611

Physical Address: 43280 Kenai Spur hwy, Nikiski, AK 99635

6 - Management

The limited liability company is managed by a manager.



7 - Officials

Name	Address	% Owned	Titles
Jenny Foster			Organizer

Name of person completing this online application

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: Toby Foster



Alaska Business License # 1075126

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

SEEDS & STEMS LLC

PO BOX 595 KENAI AK 99611

owned by

SEEDS & STEMS LLC

is licensed by the department to conduct business for the period

June 26, 2018 through December 31, 2019
for the following line of business:

42 - Trade



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.

Mike Nourie



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

Seeds & Stems LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective June 28, 2018.

Mike Navarre
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

Limited Liability Company
Initial Biennial Report

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Entity Name: Seeds & Stems LLC
Entity Number: 10087136
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent
Name: Toby Foster
Physical Address: 43280 KENAI SPUR HWY.,
NIKISKI, AK 99635
Mailing Address: PO BOX 595, KENAI, AK 99611

Entity Physical Address: 43280 KENAI SPUR HWY, NIKISKI, AK 99635

Entity Mailing Address: PO BOX 595, KENAI, AK 99611

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
Jenny Foster	PO Box 595, Kenai, AK 99611	37.5	Manager, Member
John Cox	1840 Scenic Way, Anchorage, AK 99501	18	Member
David Lucey	5311 E. 26th Ave. #2, Anchorage, AK 99508	16.83	Member
Dwain Foster	PO Box 162, Sand Point, AK 99661	13.5	Member
Jason Swircenski	53040 Rambling Road, Nikiski, AK 99635	11.5	Member
Robert Rood	2350 Cleo Ave., Anchorage, AK 99516	2.67	Member

NAICS Code: 452990 - ALL OTHER GENERAL MERCHANDISE STORES

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Lance Wells, Atty.



OPERATING AGREEMENT OF SEEDS & STEMS LLC

THIS AGREEMENT is among SEEDS & STEMS LLC an Alaska limited liability company (the "Company"), and its members.

RECITALS

The Company is a limited liability company formed under the Alaska Limited Liability Company Act. The other parties to this Agreement are the Company's initial Members. The parties intend by this Agreement to define their rights and obligations with respect to the Company's governance and financial affairs and to adopt regulations and procedures for the conduct of the Company's activities. Accordingly, with the intention of being legally bound, they agree as follows:

ARTICLE 1. DEFINITIONS

1.01. Scope. For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is intended, capitalized terms have the meanings specified in this Article.

1.02. Defined Terms

(a) "Act" means the Alaska Limited Liability Company Act.

(b) "Affiliate," with respect to a Person, means (1) a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Person, (2) a Person who owns or controls at least ten percent of the outstanding voting interests of the Person, (3) a Person who is an officer, director, manager or general partner of the Person, or (4) a Person who is an officer, director, manager, general partner, trustee or owns at least ten percent of the outstanding voting interests of a Person described in clauses (1) through (3) of this sentence.

(c) **"Agreement"** means this agreement, including any amendments.

(d) **"Articles"** means the Articles of Organization filed with the Division of Banking, Securities and Corporations to organize the Company as a limited liability company, including any amendments.

(e) **"Available Funds"** means the Company's gross cash receipts from operations, less the sum of: (1) payments of principal, interest, charges and fees pertaining to the Company's indebtedness; (2) expenditures incurred incident to the usual conduct of the Company's business; and (3) amounts reserved to meet the reasonable needs of the Company's business.

(f) **"Bankruptcy"** means the filing of a petition seeking liquidation, reorganization, arrangement, readjustment, protection, relief or composition in any state or federal bankruptcy, insolvency, reorganization or receivership proceeding.

(g) **"Capital Account"** of a Member means the capital account maintained for the Member in accordance with Article 4.04.

(h) **"Capital Investment"** of a Member means an amount equal to the excess of the cumulative value of the Member's Contributions of cash and property over the cumulative value of the Member's Distributions of cash and property. For purposes of this definition, (1) Distributions out of Available Funds are not taken into account and (2) the value of any Contribution or Distribution of property in kind is as recorded on the Company's books at the time of the Contribution or Distribution.

(i) **"Code"** means the Internal Revenue Code of 1986, as amended.

(j) **"Company"** means SEEDS & STEMS, LLC and any successor limited liability company.

(k) **"Competing Activity"** means an activity that competes with or is benefitted by the Company's present or prospective activities. A passive

investment in an Entity engaged in a Competing Activity is itself a Competing Activity only if the investor and the Entity and Affiliates.

(l) "Contribution" means anything of value that a Member contributes to the Company as a prerequisite for or in connection with membership, including any combination of cash, property, services rendered, a promissory note or any other obligation to contribute cash or property or render services.

(m) "Dissociation" means a complete termination of a Member's membership in the Company in consequence of an event described in Article 3.06.

(n) "Distribution" means the Company's direct or indirect transfer of money or other property with respect to a Membership Interest.

(o) "Effective Date," with respect to this Agreement, means the date on which the Company's existence as a limited liability company begins, as prescribed by the Act.

(p) "Entity" means an association, relationship or artificial person through or by means of which an enterprise or activity may be lawfully conducted, including, without limitation, a partnership, trust, limited liability company, corporation, joint venture, cooperative or association.

(q) "Member" means an initial Member and any Person who subsequently is admitted as an additional or substitute Member after the Effective Date, in accordance with Article 3.01.

(r) "Membership Interest" means a Member's percentage interest in the Company, consisting of the Member's right to share in the Company's Profit, receive Distributions, participate in the Company's governance, approve the Company's acts and receive information pertaining to the Company's affairs. The Membership Interests of the initial Members are set forth in Article 3.01. Changes in Membership Interests after the Effective Date, including those necessitated by the admission and Dissociation of Members, will be reflected in the Company's records. The allocation of

Membership Interests reflected in the Company's records from time to time is presumed to be correct for all purposes of this Agreement and the Act.

(s) **"Minimum Gain"** means minimum gain as defined in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

(t) **"Person"** means a natural person or an Entity.

(u) **"Profit,"** as to a positive amount, and **"Loss,"** as to a negative amount,

mean, for a Taxable Year, the Company's income or loss for the Taxable Year, as determined in accordance with accounting principles appropriate to the Company's method of accounting and consistently applied.

(v) **"Regulations"** means proposed, temporary or final regulations promulgated under the Code by the Department of the Treasury, as amended.

(w) **"Taxable Year"** means the Company's taxable year as determined in accordance with Article 5.02(b).

(x) **"Transfer,"** as a noun, means a transaction or event by which ownership of a Membership Interest is changed or encumbered, including, without limitation, a sale, exchange, abandonment, gift, pledge or foreclosure. **"Transfer,"** as a verb, means to effect a Transfer.

(y) **"Transferee"** means a Person who acquires a Membership Interest by Transfer from a Member or another Transferee and is not admitted as a Member in accordance with Article 3.01.

ARTICLE 2. THE COMPANY

2.01. Status. The Company is an Alaska limited liability company organized under the Act.

2.02. Name. The Company's name is SEEDS & STEMS, LLC.

2.03. Term. The Company's existence commenced on June 28th, 2018, and will continue until terminated under this Agreement.

2.04. Purposes. The Company's purposes are (a) to engage in the legal cannabis trade; and (b) to engage in any other lawful activity for which a limited liability company may be organized under the Act. The Company may take any action incidental and conducive to the furtherance of those purposes.

2.05. Principal Office. The Company's principal office is located at 43280 Kenai Spur Hwy., # E Kenai, Alaska 99635

2.06 Mailing Address. The Company's mailing address is:
P.O. Box 595 Kenai, Alaska 99611

2.07. Registered Agent and Registered Office. The Company's registered office in Alaska is located at 43280 Kenai Spur Hwy. #E Kenai, Alaska 99611, and its registered agent at that location is Toby Lynn Foster. The Company may change its registered agent or registered office at any time in accordance with the Act and with a super majority vote of 66% of the members.

ARTICLE 3. MEMBERS

3.01. Identification.

(a) **Members.** The names, addresses, Title and Membership Interests of the Members are as follows:

Jenny Foster	John Cox	David Lucey	Dwain Foster	Jason Swircenski	Robert Rood
P.O.Box 595	1840 Scenic Way	5311 E. 26th Ave. #2	PO Box 162	53040 Rambling Rd.	2350 Cleo Av.
Kenai, Alaska	Anchorage, AK	Anchorage, AK	Sand Point, AK	Kenai, Alaska	Anchorage, AK
99611	99501	99508	99661	99611	99516
Member/Manager	Member	Member	Member	Member	Member
37.5% shareholder	18% shareholder	16.83% shareholder	13.5% shareholder	11.5% shareholder	2.67% shareholder

(b) **Additional and Substitute Members.** The Company may admit additional or substitute Members only with the approval of Members whose aggregate Membership Interest exceeds 66 percent. A Member may withhold approval of the admission of any Person for any or no reason.

(c) **Rights of Additional or Substitute Members.** A Person admitted as an additional or substitute Member has all the rights and powers and is subject to all the restrictions and obligations of a Member under this Agreement and the Act.

3.02. Changes and Verification of Membership Interests.

(a) **Changes in Membership Interests.**

The Members' Membership Interests may be changed only with the approval of all Members.

(b) **Verification of Membership Interests.** Within 10 days after receipt of a Member's written request, the Company will provide the Member with a statement of the Member's Membership Interest. The statement will serve the sole purpose of verifying the Member's Membership Interest, as reflected in the Company's records, and will not constitute for any purpose a certificated security, negotiable instrument or other vehicle by which a Transfer of a Membership Interest may be effected.

3.03. Manner of Acting.

Operating Agreement
SEEDS & STEMS, LLC
Version: 1.0

(a) Meetings.

(i) **Right to Call.** Any Member or combination of Members whose Membership Interest exceeds 10 percent may call a meeting of Members by giving written notice to all Members not less than 10 nor more than 60 days prior to the date of the meeting. The notice must specify the date of the meeting and the nature of any business to be transacted. A Member may waive notice of a meeting of Members orally, in writing or by attendance at the meeting.

(ii) **Proxy Voting.** A Member may act at a meeting of Members through a Person authorized by signed proxy.

(iii) **Quorum.** Members whose aggregate Membership Interest exceeds 50 percent will constitute a quorum at a meeting of Members. No action may be taken in the absence of a quorum.

(iv) **Required Vote.** Except with respect to matters for which a greater minimum vote is required by the Act or this Agreement, the vote of Members present whose aggregate Membership Interest exceeds 50 percent of the aggregate Membership Interest of all Members present will constitute the act of the Members at a meeting of Members.

(b) Written Consent. The Members may act without a meeting by written consent describing the action and signed by Members whose aggregate Membership Interest is at least equal to the minimum that would be necessary to take the action at a meeting at which all Members were present. The Managing Member reserves the right to veto any resolution, which will then take 66 percent to override.

3.04. Extraordinary Matters. Notwithstanding any other provision of this Agreement, the vote of Members whose aggregate Membership Interest is at least 66 percent is required for approval of: (a) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the Company's assets; (b) the Company's merger with or conversion into another Entity; (c) an undertaking involving a debt or obligation in excess of 10% of

the Company's yearly revenue; (d) compromise of a dispute involving an amount in controversy in excess of \$50,000; (e) redemption of a Membership Interest; (f) extraordinary Distributions; and (g) indemnification of a Member. (h) Changes to the operating agreement; (i) Change of managing member (j) Dissolution of the company

3.05. Fiduciary Duties.

(a) Exculpation. A Member will not be liable to the Company or any other Member for an act or omission done in good faith to promote the Company's best interests, unless the act or omission constitutes gross negligence, intentional misconduct, or a knowing violation of law.

(b) Justifiable Reliance. A Member may rely on the Company's records maintained in good faith and on information, opinions, reports, or statements received from any Person pertaining to matters the Member reasonably believes to be within the Person's expertise or competence.

(c) Conflicts of Interest.

(i) Competing Activities. A Member may not participate, directly or indirectly, in a Competing Activity. If a Member nevertheless participates in a Competing Activity, the Member will account to the Company for any income the Member derives from such participation.

(ii) Company Opportunities. A Member will disclose to the Company any business opportunity that the Member believes or has reason to believe the Company would accept if brought to its attention. If the Company declines to accept the opportunity, and if the opportunity does not involve a Competing Activity, the Member may pursue the opportunity for the Member's own account. If the Member fails to disclose the opportunity, the Member will account to the Company for any income the Member derives from the opportunity and will indemnify the Company for any loss the Company incurs as a result of the failure to disclose.

(d) Extent of Required Involvement. A Member must devote only the amount of time to the Company's activities as is reasonably necessary to discharge the Member's responsibilities and will be free to pursue gainful employment with any other Person, in any capacity, without accounting to the Company or the other Members.

(e) Self-Dealing. A Member may enter into a business transaction with the Company if the terms of the transaction are no less favorable to the Company than those of a similar transaction with an independent third party. Approval or ratification by Members having no interest in the transaction will constitute conclusive evidence that the terms satisfy the foregoing condition.

(f) Indemnification of Members. The Company may but is not required to indemnify each Member for all expenses, losses, liabilities and damages the Member actually and reasonably incurs in connection with the defense or settlement of any action arising out of or relating to the conduct of the Company's activities, except an action with respect to which the Member is adjudged to be liable for breach of a fiduciary duty owed to the Company or the other Members under the Act or this Agreement.

(g) Compensation. The Company may compensate a Member for services rendered to or on behalf of the Company. A Member's compensation may be determined with or without regard to Profit or other indicators of the results of operations. Compensation paid to Members will be treated as an expense for purposes of determining Profit. The Company will reimburse each Member for reasonable expenses properly incurred on the Company's behalf.

(h) Withdrawal of a Member. A Member may withdraw from the Company only with the approval of remaining Members whose aggregate Membership Interest exceeds 66 percent of the aggregate Membership Interest of all remaining Members

(i) Removal of a Member. At any time, there are more than two Members, the Company may remove a Member, but only for *cause* and with the approval of Members whose aggregate Membership Interest exceeds 66 percent.

3.06. Transfer of Membership Interest.

(a) Transfers Prohibited. A Member may not Transfer, directly or indirectly, all or a portion of a Membership Interest without the Company's prior written consent. With respect to a Member that is an Entity, a change in the control of the Member is an indirect Transfer for purposes of this Article. A change in control occurs if in consequence of a Transfer of an interest in the Member any Person ceases to be an Affiliate of any other Person.

(b) Prohibited Transfers Void. If a Member attempts to Transfer all or a portion of a Membership Interest in contravention of the provisions of this Article, the purported Transfer will be null and void.

(c) Transferor's Membership Status. If a Member Transfers less than all of the Membership Interest, the Member's rights with respect to the transferred portion, including the right to vote or otherwise participate in the Company's governance and the right to receive Distributions, will terminate as of the effective date of the Transfer. However, the Member will remain liable for any obligation with respect to the transferred portion that existed prior to the effective date of the Transfer, including any costs or damages resulting from the Member's breach of this Agreement. If the Member Transfers all of the Membership Interest, the Transfer will constitute an event of Dissociation for purposes of Article 3.06.

(d) Transferee's Status.

(i) Admission as a Member. A Member who Transfers a Membership Interest has no power to confer on the Transferee the status of a Member. A Transferee may be admitted as a Member only in accordance with the provisions of Article 3.05. A Transferee who is not admitted as a Member has only the rights described in this Article.

(ii) Rights of Non-Member Transferee. A Transferee who is not admitted as a Member in accordance with the provisions of Article 3.01, (i) has no right to vote or otherwise participate in the Company's governance, (ii) is not entitled to receive information concerning the Company's affairs or inspect the

Company's books and records, (iii) with respect to the transferred Membership Interest, is entitled to receive the Distributions to which the Member would have been entitled had the Transfer not occurred, but only at such times and in such amounts as the Company in its sole discretion may determine, and (iv) is subject to the restrictions imposed by this Article to the same extent as a Member.

3.07. Dissociation.

(a) Events of Dissociation. A Member's Dissociation from the Company occurs upon: (1) the Member's withdrawal or removal from the Company; (2) the Member's Transfer of the Member's entire Membership Interest; (3) as to a Member who is a natural person, the Member's death or adjudication of incompetency; (4) as to a Member who holds a Membership Interest as a fiduciary, distribution of the entire Membership Interest to the beneficial owners; or (5) as to a Member that is an Entity, the Entity's dissolution.

(b) Rights of Member Following Dissociation. As of the effective date of the Member's Dissociation: (i) the Member's right to participate in the Company's governance, receive information concerning the Company's affairs and inspect the Company's books and records will terminate; and (ii) unless the Dissociation resulted from the Transfer of the Member's entire Membership Interest, the Member will be entitled to receive the Distributions to which the Member would have been entitled had the Dissociation not occurred, but only at such times and in such amounts as the Company in its sole discretion may determine. Except as provided in this Article, the Member will have no right to receive Distributions or otherwise participate in the Company's financial affairs. The Member will, however, remain liable for any obligation to the Company that existed prior to the effective date of the Dissociation, including any costs or damages resulting from the Member's breach of this Agreement.

3.08. Redemption of Dissociating Member's Interest.

(a) Optional Redemption.

(i) If a Member's Dissociation is a result of dissolution, removal, or withdrawal, at any time within 180 days after the effective date of the Dissociation, the Company may redeem not less than all of the Member's Membership Interest on the terms set forth in this Article.

(ii) The Company must exercise its right to redeem the Membership Interest by giving written notice to the Member or the Member's successor in interest (the "seller") within the 180-day exercise period. The notice must specify the redemption price and payment terms and indicate a closing date within 60 days after the date the notice is delivered.

(b) Redemption Price.

(i) The redemption price of the Membership Interest will be an amount equal to the Company's value as of the effective date of the Dissociation, multiplied by the seller's Membership Interest.

(ii) For the purpose of determining the redemption price, the Company's value will be the value determined by the Managing Member, as set forth on the Schedule of Values attached to this Agreement.

(iii) If the Managing Member fails to determine the Company's value for two successive years, the redemption price will be an amount equal to its fair market value as of the effective date of the Dissociation, as determined by a qualified appraiser selected by the Company. In determining the fair market value of the Membership Interest, the appraiser will consider only those factors that are relevant to the valuation of the interest as an interest in a going concern and will be guided by the Business Valuation Standards of the American Society of Appraisers.

(iv) The Company will pay all costs associated with the determination of the redemption price.

(c) Payment Terms. The Company will pay the redemption price at the closing in the form of its promissory note in the principal amount of the purchase price payable in five equal annual installments, with interest compounded annually at an annual rate equal to the published prime rate of Wells Fargo Bank as of the date the Company gives the seller notice of the redemption.

ARTICLE 4. FINANCE

4.01. Contributions.

(a) Initial Members.

See above 3.01(a)

(b) Additional Members. A Person admitted as a Member in connection with the acquisition of a Membership Interest directly from the Company after the Effective Date will make the Contributions specified in the agreement pursuant to which the Person is admitted as a Member.

(c) Additional Contributions.

(i) Permitted. The Managing Member may authorize additional Contributions at such times and on such terms and conditions as is determined by the managing member to be in the best interest of the company.

(ii) Required. If at any time the Managing Member determines that the company's financial resources are insufficient to meet the reasonable needs of its business or the managing member determines that additional funds are required to further the goals of the company, the Members may be required to make additional Contributions sufficient to meet those needs or to further the company's goals. The Members will make the additional Contributions in proportion to their Membership Interests. The Company must give each

Member written notice of the obligation to contribute additional capital. The notice must explain the need for additional capital, specify the amount the Member is required to contribute and establish a due date that is not less than 30 days after the date of the notice. The Member will make the Contribution in immediately available funds on or before the due date specified in the notice.

(iii) **Default Remedies.** If a Member does not contribute the Member's share of a required additional Contribution on or before the due date, the Company may (i) take such action as it considers necessary or appropriate to enforce the Member's obligation or (ii) accept Contributions from the other Members in satisfaction of the defaulting Member's obligation, in proportion to their Membership Interests. If the Company accepts Contributions from other Members, the Membership Interest of each Member will be adjusted to correspond to the ratio that the Capital Investment of the Member bears to the aggregate Capital Investment of all Members, adjusted to reflect the Contributions made by other Members in satisfaction of the defaulting Member's obligation.

(iv) **Creditors' Rights.** A Member's obligation to make additional contributions extends only to the Company and may not be enforced by the Company's creditors without the Member's written consent.

(d) Contributions Not Interest Bearing. A Member is not entitled to interest or other compensation with respect to any cash or property the Member contributes to the Company. Interest and dividends are dispersed if the company is in the financial position to do so without harming the company's ability to function as determined by the Managing Member.

(e) No Return of Contribution. A Member is not entitled to the return of any Contribution prior to the Company's dissolution and winding up.

4.02. Allocation of Profit and Loss.

(a) General Allocation. After giving effect to the special allocations required by Article 4.02(b) (the "special allocations"), the Company's Profit or Loss for

a Taxable Year, including the Taxable Year in which the Company is dissolved, will be allocated among the Members in proportion to their Membership Interests.

(b) Special Allocations. If a Member unexpectedly receives an adjustment, allocation, or distribution described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations that creates or increases a deficit in the Member's Capital Account as of the end of a Taxable Year, a pro rata portion of each item of the Company's income, including gross income and gain for the Taxable Year and, if necessary, for subsequent years will be allocated to the Member in an amount and manner sufficient to eliminate the deficit in the Member's Capital Account as quickly as possible.

(i) If a Member would have a deficit in his or her Capital Account at the end of a Taxable Year that exceeds the sum of (i) the amount the Member is required to pay the Company pursuant to an obligation described in Section 1.704-1(b)(2)(ii)(c) of the Regulations and (ii) the Member's share of Minimum Gain, a pro rata portion of each item of the Company's income, including gross income and gain, for the Taxable Year will be allocated to the Member in an amount and manner sufficient to eliminate the deficit in the Member's Capital Account as quickly as possible.

(ii) If there is a net decrease in the Company's Minimum Gain during a Taxable Year, the items of the Company's income, including gross income and gain, for the Taxable Year and, if necessary, for subsequent Taxable Years will be allocated to the Members in proportion to their shares of the net decrease in Minimum Gain. If the allocation made by this paragraph would cause a distortion in the economic arrangement among the Members and it

is expected that the Company will not have sufficient income to correct that distortion, the Company may seek to have the Internal Revenue Service waive the requirement for the allocation in accordance with Section 1.704-2(f)(4) of the Regulations.

(iii) Items of the Company's loss, deductions and expenditures described in Code Section 705(a)(2)(B) that are attributable to the Company's nonrecourse

debt and are characterized as Member nonrecourse deductions under Section 1.704-2(i) of the Regulations will be allocated to the Members' Capital Accounts in accordance with Section 1.704-2(i) of the Regulations.

(iv) Items of income, gain, loss and deduction with respect to property contributed to the Company's capital will be allocated between the Members so as to take into account any variation between book value and basis, to the extent and in the manner prescribed by section 704(c) of the Code and related Regulations.

(v) If the special allocations result in Capital Account balances that are different from the Capital Account balances the Members would have had if the special allocations were not required, the Company will allocate other items of income, gain, loss and deduction in any manner it considers appropriate to offset the effects of the special allocations on the Members' Capital Account balances. Any offsetting allocation required by this paragraph is subject to and must be consistent with the special allocations.

(c) Effect of Transfers During Year. The Company will prorate items attributable to a Membership Interest that is the subject of a Transfer during a Taxable Year between the transferor and the Transferee based on the portion of the Taxable Year that elapsed prior to the Transfer.

(d) Tax Allocations. For federal income tax purposes, unless the Code otherwise requires, each item of the Company's income, gain, loss or deduction will be allocated to the Members in proportion to their allocations of the Company's Profit or Loss.

(e) Classification Election. The Company is taxed as an S Corp.

4.03. Distributions.

(a) Minimum Distribution to Pay Tax. Within 90 days after the close of each Taxable Year, the Company will distribute to each Member an amount equal to the Profit allocated to the Member for the Taxable Year multiplied by

the highest marginal federal income tax rate applicable to any Member for the Taxable Year and as determined by the Company accountant and approved by the Managing Member.

(b) Remaining Available Funds. The Company will distribute to the Members, at annual intervals, any Available Funds remaining after providing for the Distribution required by the preceding paragraph. The Company will retain those funds as require to reasonably conduct business.

(c) Allocation. Except as provided in Article 4.02(b), the Company will make all Distributions to the Members in proportion to their Membership Interests.

(f) Capital Account Interest. Capital Accounts are interest bearing at a rate of 4% APR. The interest will be calculated and distributed within 90 days after the close of the taxable year.

4.04. Capital Accounts.

(a) General Maintenance.

The Company will establish and maintain a Capital Account for each Member. A Member's Capital Account will be:

(i) increased by: (i) the amount of any money the Member contributes to the Company's capital; (ii) the fair market value of any property the Member contributes to the Company's capital, net of any liabilities the Company assumes or to which the property is subject; and (iii) the Member's share of Profits and any separately stated items of income or gain; and decreased by: (i) the amount of any money the Company distributes to the Member; (ii) the fair market value of any property the Company distributes to the Member, net of any liabilities the Member assumes or to which the property is subject; and (iii) the Member's share of Losses and any separately stated items of deduction or loss.

(b) Adjustments for Distributions in Kind. If at any time the Company distributes property in kind, it will adjust the Members' Capital Accounts to account for their shares of any Profit or Loss the Company would have

realized had it sold the property at fair market value and distributed the sale proceeds.

(c) Adjustments for Acquisitions and Redemptions. If at any time a Person acquires a Membership Interest from the Company or the Company redeems a Membership Interest, the Company may adjust the Members' Capital Accounts to reflect any Profit or Loss the Company would have realized had it sold all of its assets at fair market value on the date of the acquisition or redemption.

(d) Transfer of Capital Account. A Transferee of a Membership Interest succeeds to the portion of the transferor's Capital Account that corresponds to the portion of the Membership Interest that is the subject of the Transfer.

(e) Compliance with Code. The requirements of this Article are intended and will be construed to ensure that the allocations of the Company's income, gain, losses, deductions and credits have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code.

ARTICLE 5. RECORDS AND ACCOUNTING

5.01. Maintenance of Records.

(a) Required Records. The Company will maintain at its principal office such books, records and other materials as are reasonably necessary to document and account for its activities, including, without limitation, those required to be maintained by the Act.

(b) Member Access. A Member and the Member's authorized representative will have reasonable access to and may inspect and copy all books, records and other materials pertaining to the Company or its activities. The exercise of such rights will be at the requesting Member's expense.

(c) Confidentiality. No Member will disclose any information relating to the Company or its activities to any unauthorized person or use any such

information for his or her or any other Person's personal gain.

5.02. Financial Accounting.

(a) Accounting Method. The Company will account for its financial transactions using a method of accounting determined by the Members in compliance with Sections 446 and 448 of the Code.

(b) Taxable Year. The Company's Taxable Year is the Company's annual accounting period, as determined by the Members in compliance with Sections 441, 444 and 706 of the Code.

5.03. Reports.

(a) Members. As soon as practicable after the close of each Taxable Year, the Company will prepare and send to the Members such reports and information as are reasonably necessary to (1) inform the Members of the results of the Company's operations for the Taxable Year and (2) enable the Members to completely and accurately reflect their distributive shares of the Company's income, gains, deductions, losses and credits in their federal, state and local income tax returns for the appropriate year.

(b) Periodic Reports. The Company will complete and file any periodic reports required by the Act or the law of any other jurisdiction in which the Company is qualified to do business.

5.04. Tax Compliance.

(a) Withholding. If the Company is required by law or regulation to withhold and pay over to a governmental agency any part or all of a Distribution or allocation of Profit to a Member:

- (i) the amount withheld will be considered a Distribution to the Member; and
- (ii) if the withholding requirement pertains to a Distribution in kind or an allocation of Profit, the Company will pay the amount required to be withheld to the governmental agency and promptly take such action as it considers necessary or appropriate to recover a like amount from the Member, including

offset against any Distributions to which the Member would otherwise be entitled.

(b) Tax Matters Partner. The Managing Member is to act as the "Tax Matters Partner" pursuant to Section 6231(a)(7) of the Code. The Company may remove any Tax Matters Partner, with or without cause, and designate a successor to any Tax Matters Partner who for any reason ceases to act. The Tax Matters Partner will inform the Members of all administrative and judicial proceedings pertaining to the determination of the Company's tax items and will provide the Members with copies of all notices received from the Internal Revenue Service regarding the commencement of a Company-level audit or a proposed adjustment of any of the Company's tax items. The Tax Matters Partner may extend the statute of limitations for assessment of tax deficiencies against the Members attributable to any adjustment of any tax item. The Company will reimburse the Tax Matters Partner for reasonable expenses properly incurred while acting within the scope of the Tax Matters Partner's authority.

ARTICLE 6. DISSOLUTION

6.01. Events of Dissolution.

(a) Enumeration. The Company will dissolve upon the first to occur of:

- (i) the vote of the Members to dissolve the Company;
- (ii) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act; or
- (iii) any event or circumstance that makes it unlawful or impossible for the Company to carry on its business.

(b) Exclusivity of Events. Unless specifically referred to in this Article, no event, including an event of dissolution prescribed by the Act, will result in the Company's dissolution.

6.02. Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Members will appoint a liquidator, who may but need not be a Member. The liquidator will wind up and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article.

(b) Final Accounting. The liquidator will make proper accountings (1) to the end of the month in which the event of dissolution occurred and (2) to the date on which the Company is finally and completely liquidated.

(c) Duties and Authority of Liquidator. The liquidator will make adequate provision for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution in kind any of the Company's assets. Any gain or loss recognized on the sale of assets will be allocated to the Members' Capital Accounts in accordance with the provisions of Article. With respect to any asset the liquidator determines to retain for distribution in kind, the liquidator will allocate to the Members' Capital Accounts the amount of gain or loss that would have been recognized had the asset been sold at its fair market value.

(d) Final Distribution. The liquidator will distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations and liabilities to the Members in proportion to their Capital Accounts. The liquidator will distribute any assets distributable in kind to the Members in undivided interests as tenants in common. A Member whose Capital Account is negative will have no liability to the Company, the Company's creditors or any other Member with respect to the negative balance.

(e) Required Filings. The liquidator will file with the Division of Banking, Securities and Corporations such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

ARTICLE 7. GENERAL PROVISIONS

7.01. Amendments.

(a) Required Amendments. The Company and the Members will execute and file any amendment to the Articles required by the Act. If any such amendment results in inconsistencies between the Articles and this Agreement, this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies.

(b) Other Amendments. Any Member may propose for consideration and action an amendment to this Agreement or to the Articles. A proposed amendment will become effective at such time as it is approved by 66% of the voting members.

7.02. Nominee. Title to the Company's assets may be held in the name of the Company or any nominee (including any Member so acting), as the Company determines. The Company's agreement with any nominee may contain provisions indemnifying the nominee for costs or damages incurred as a result of the nominee's service to the Company.

7.03. Investment Representation. Each Member represents to the Company and the other Members that (a) the Member is acquiring a Membership Interest in the Company for investment and for the Member's own account and not with a view to its sale or distribution and (b) neither the Company nor any other Member has made any guaranty or representation upon which the Member has relied concerning the possibility or probability of profit or loss resulting from the Member's investment in the Company.

7.04. Resolution of Disputes.

(a) Mediation. The parties will endeavor in good faith to resolve all disputes arising under or related to this Agreement by mediation according to the then prevailing rules and procedures of the American Arbitration Association.

(b) Arbitration. If the parties fail in their attempt to resolve a dispute by mediation, they will submit the dispute to arbitration according to the then

prevailing rules and procedures of the American Arbitration Association. Alaska law will govern the rights and obligations of the parties with respect to the matters in controversy. The arbitrator will allocate all costs and fees attributable to the arbitration between the parties equally. The arbitrator's award will be final and binding and judgment may be entered in any court of competent jurisdiction.

7.05. Notices. Notices contemplated by this Agreement may be sent by any commercially reasonable means, including hand delivery, first class mail, fax, E-mail or private courier. The notice must be prepaid and addressed as set forth in the Company's records. The notice will be effective on the date of receipt or, in the case of notice sent by first class mail, the fifth day after mailing.


7.06. Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Articles, the Articles will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Members cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Members upon Dissociation and dissolution will supersede the provisions of the Act relating to the same matters.

7.07. Additional Instruments. Each Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

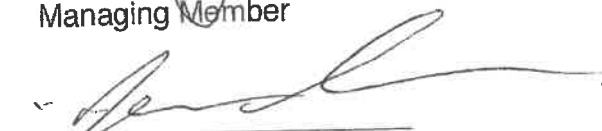
7.08. Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not be included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

Signed on the respective dates set forth below, to be effective as of the Effective Date.

Date: 10-12-18


Jenny L. Foster
Managing Member

Date: 10-18-18


Jason Swircenski
Member

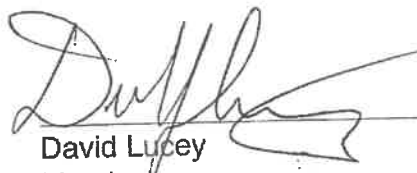
Date: 10/12/18


John Cox
Member

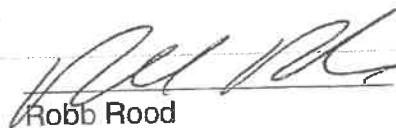
Date: _____

Dwain Foster Sr.
Member

Date: 10/15/18


David Lucey
Member

Date: 10/15/18


Robb Rood
Member

Effective Date.

Date: _____

Jenny L. Foster
Managing Member

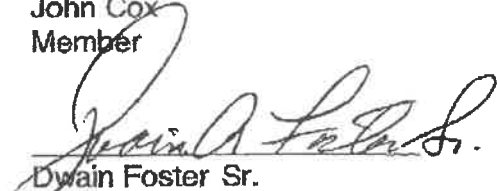
Date: _____

Jason Swircenski
Member

Date: _____

John Cox
Member

Date: 10/16/18



Dwain Foster Sr.
Member

Date: _____

David Lucey
Member

Date: _____

Robb Rood
Member



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

COPY

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:	Seeds & Stems LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC.				
Premises Address:	43280 Kenai Spur Highway, # E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	DAVID LUCEY
Title:	MEMBER

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

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

Alaska Cannabis Company - #12618 - Standard Marijuana Cultivation Facility



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.

DL

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

DL

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

DL

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.

DL

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.

DL

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.

DL

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).

DL

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

DL

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.

DL

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

DL

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.

DL



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

DL

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

DL

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.

DL

All marijuana establishment license applicants:

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

[Signature]
Signature of licensee

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

DAVID J LUCEY
Printed name of licensee

My commission expires: *April 21, 2021*

Subscribed and sworn to before me this *16* day of *August*, 20*18*

Notary Public
REBECCA DISALVI
State of Alaska
My Commission Expires April 21, 2021

Received by AMCO 3/20/19



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:	Seeds & Stems LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC.				
Premises Address:	43280 Kenai Spur Highway, # E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	ROBERT ROOD
Title:	SHAREHOLDER

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 Cannabis Company - #12618 - Standard Marijuana Cultivation Facility



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.

PK

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

PK

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

PK

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.

PK

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.

PK

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.

PK

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).

PK

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

PK

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.

PK

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

PK

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.

M



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

PK

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

PK

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.

PK

All marijuana establishment license applicants:

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

PK
Signature of licensee

Christall Hulse
Notary Public in and for the State of Alaska

ROBERT ROOD
Printed name of licensee

My commission expires: 10/8/2021

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	Seeds & Stems LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC				
Premises Address:	43280 Kenai Spur Highway, #E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	JOHN D COX
Title:	INVESTOR

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 Cannabis Company - #12618 - Standard Marijuana Cultivation Facility



Alaska Marijuana Control Board
Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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

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

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

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

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

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

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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



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



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

Initials

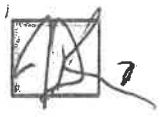
Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

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




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

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



All marijuana establishment license applicants:

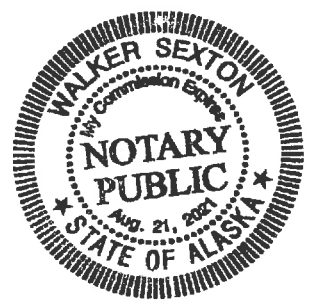
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

JUAN I COX

Printed name of licensee





Notary Public in and for the State of Alaska

My commission expires: Aug 21, 2021

Subscribed and sworn to before me this 15th day of August, 2018.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	Seeds & Stems, LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC				
Premises Address:	43280 Kenai Spur Highway, # E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jenny L. Foster
Title:	Managing Member

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

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

Alaska Cannabis Company - #12618 - Standard Marijuana Cultivation Facility



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.

JLF

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

JLF

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

JLF

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.

JLF

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.

JLF

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.

JLF

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).

JLF

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

JLF

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.

JLF

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

JLF

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.

JLF



Alaska Marijuana Control Board Form MJ-00: Application Certifications

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

Initials

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

JLF

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

JLF

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.

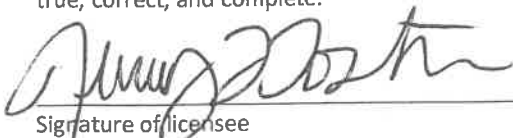
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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

JLF

All marijuana establishment license applicants:

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


Signature of licensee



Jenny L. Foster
Printed name of licensee

Public in and for the State of Alaska

My commission expires: Feb. 17, 2020

Subscribed and sworn to before me this 17th day of August, 2018.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	SEEDS & STEMS, LLC	License Number:	18929
License Type:	RETAIL MARIJUANA STORE		
Doing Business As:	SEEDS & STEMS, LLC.		
Premises Address:	43280 KENAI SPUR Hwy, #E		
City:	NIKISKI	State:	AK ZIP: 99655

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	DWAN A. FOSTER SR.
Title:	MEMBER

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

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

Alaska Cannabis Company - #12618 - Standard marijuana cultivation facility



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.

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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.

[Handwritten initials]

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.

[Handwritten initials]

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.

[Handwritten initials]

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).

[Handwritten initials]

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

[Handwritten initials]

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.

[Handwritten initials]

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

[Handwritten initials]

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.

[Handwritten initials]



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

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

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

Initials

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

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

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

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

All marijuana establishment license applicants:

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

Signature of licensee

Notary Public in and for the State of Alaska

Printed name of licensee

MICHAEL CLAIBORNE
Notary Public
State of Alaska
My Commission Expires Jan 1, 2022

My commission expires: 1-1-22

Subscribed and sworn to before me this 18 day of August, 2018.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	Seeds & Stems LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC.				
Premises Address:	43280 Kenai Spur Highway, #E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jason Swircenski
Title:	Member

Section 3 - Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

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

Alaska Cannabis Company - #12618 - Standard Marijuana Cultivation Facility



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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

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

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

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

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

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

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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



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



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

Initials

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

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




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

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




All marijuana establishment license applicants:

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



Signature of licensee

STATE OF ALASKA
NOTARY PUBLIC
LEA STUBER
My Comm. Exp: 3-18-19



Notary Public in and for the State of Alaska



Printed name of licensee

My commission expires: 3-18-19

Subscribed and sworn to before me this 30th day of August, 2018.



Alaska Marijuana Control Board Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

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

What must be covered in an operating plan?

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

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

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

Section 1 – Establishment & Contact Information

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

Licensee:	SEEDS & STEMS, LLC.	MJ License #:	18929		
License Type:	RETAIL MARIJUANA STORE				
Doing Business As:	SEEDS & STEMS, LLC.				
Premises Address:	43280 KENAI SPUR HIGHWAY, # E				
City:	NIKISKI	State:	Alaska	ZIP:	99635
Mailing Address:	PO BOX 595				
City:	KENAI	State:	Alaska	ZIP:	99611
Designated Licensee:	JENNY FOSTER				
Main Phone:	907-830-8666	Cell Phone:	907-830-8666		
Email:	Jenny@AlaskaCannabis.com				



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

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

This is a marijuana retail store. Once legal Id's are checked at the main door, persons 21 years of age and older will be admitted. Upon admittance, they will review the menus with available selections, approach and place their order. Their order will be filled, point of sale system utilized for the sale and the product subsequently given to them in packaging as required. No tours or leisure visits are permitted within the licensed premises areas or any portion of this licensed facility including restricted areas. Any visitor to this part of the licensed premises will have to be able to prove: over 21 years of age via valid ID: State or federal, drivers license, passport etc., and a need to be escorted into any restricted access area. If a need is determined, visitor's identification will be screened, and the visitors log will be filled out. Visitor will wear an identification tag at all times while in the facility. No more than 5 visitors per employee or agent will be permitted in the facility at a time, in accordance with applicable laws and AMCO regulations. All other means of ingress and egress doors to this facility and building will remain locked at all times. No handling of the marijuana will occur except by the licensee, his employees or agents and not by and visitors or customers. All marijuana will be kept in restricted areas where no customers have access to it. Video surveillance will record all entries, exits, points of sale and rooms within this licensed facility with the exception of the rest room which is part of the licensed facility but not a restricted access area.

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:

The Applicant requires all visitors to call ahead and establish an appointment at the facility before they arrive. Upon arrival, an employee escort who will request identification from the visitor, complete the visitor's log, and issue a visitor's badge shall greet visitors. Valid forms of identification include an unexpired, unaltered passport; a driver's license or permit; or an identification card of any U.S. state or province or territory of Canada. Anyone without identification and/or under the age of 21 may not enter the retail facility. The designated employee shall record the information pertaining to the visit on a visitor's log and issue a visitor's identification badge before entering the restricted area. Information on the visitor's log includes name, date of birth, current date, time in/out, email address or phone number, and the employee escort's name. The visitor shall wear the badge while on premises. The employee escort is required to remain with the visitor and is responsible for noting the time the visitor leaves and retrieving the visitor's badge. The Visitor Policy shall apply to all facility visitors including, but not limited to, contractors, wholesale purchase customers, and delivery/transportation drivers. No more than five visitors per escort. All restricted access areas will be clearly marked and remain locked and closed.

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

A logbook to record the persons full name, date of visit, time of entry and departure and nature/purpose of visit will be maintained. Visitor's I.D. numbered badges will also be required to be worn at all times while upon the premises. Badges will be returned at the end of said visit and they will be accounted for at the end of each visit as well. The Applicant requires all visitors to call ahead and establish an appointment at the facility before they arrive. Upon arrival, an employee escort who will request identification from the visitor, complete the visitor's log, and issue a visitor's badge shall greet visitors. Valid forms of identification include an unexpired, unaltered passport; a driver's license or permit; or an identification card of any U.S. state or province or territory of Canada. Anyone without identification and/or under the age of 21 may not enter the retail facility. The designated employee shall record the information pertaining to the visit on a visitor's log and issue a visitor's identification badge before entering the restricted area. Information on the visitor's log includes name, date of birth, current date, time in/out, email address or phone number, and the employee escort's name. The visitor shall wear the badge while on premises. The employee escort is required to remain with the visitor and is responsible for noting the time the visitor leaves and retrieving the visitor's badge. The Visitor Policy shall apply to all facility visitors including, but not limited to, contractors, wholesale purchase customers, and delivery/transportation drivers. No more than five visitors per escort. All restricted access areas will be clearly marked and remain locked and closed until a need for them to be opened is determined.

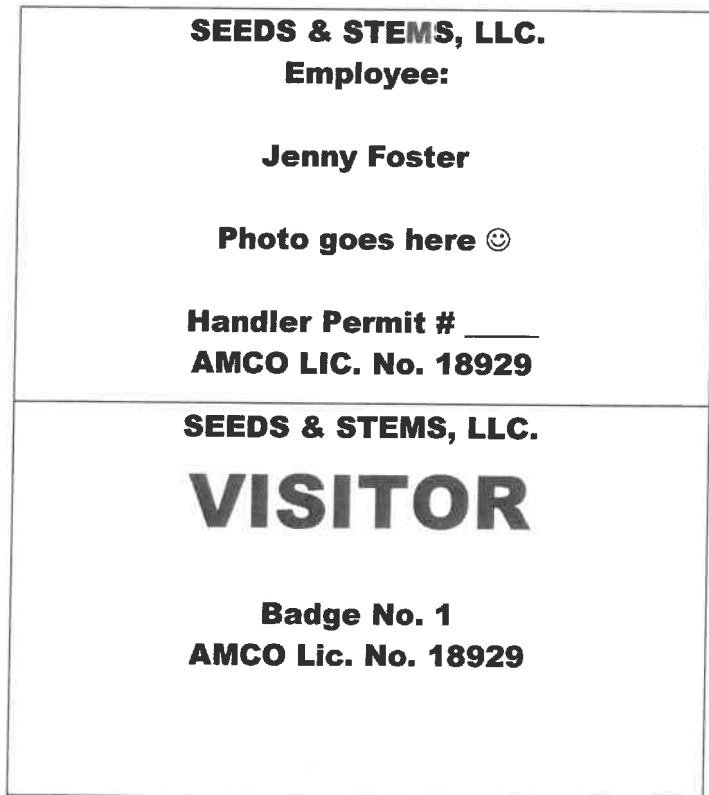




Form MJ-01: Marijuana Establishment Operating Plan

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

See attached.



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

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

Commercial type exterior high lumen output lighting will be provided at all facility exits and entrances and each side of the building. Some of the lighting will be motion sensitive if desired or on at all times. Security cameras will be I.R. capable, and the field of view will cover the approach up to each exterior door. Security cameras will record 24 hours per day, seven days per week, 365 days per year for a minimum of 40 days as per AMCO regulation.



Form MJ-01: Marijuana Establishment Operating Plan

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

The alarm system that will be in use at the proposed facility will be provided and monitored by Alarm.com or similar company. The system will be comprised of main control panels with panic functions for fire, emergency and medical. Hold up alarms (silent alarms), multiple interior motion sensors, door and window sensors for all doors and windows. Motion detectors in all rooms and covering all doors and windows. Internal and external siren, a panic pendant style device may also be incorporated into the alarm system. All to be monitored at all times when activated during closed hours. Alarm system controls will be wall-mounted in the vicinity of the main entrance of the proposed facility. Any time the facility is left unmanned, the alarm system shall be "active". All windows and exits will be monitored 24 hours a day, 7 days a week. The video system will record 24 hours per day, seven days per week, 24 hours per day in excess of 40 days with day, date and time stamps. Motion Detectors are integrated into the security system. Areas covered by motion sensors are also viewable by CCTV through Alarm.com or similar cloud based recording service as well as on premises recording system. In the event of a motion related alarm, Licensee or designated agent will view the camera feed from inside the proposed facility or other location to determine if any further action is necessary. The panic pendant may be used in the event of any perceived security breach as well as silent alarm buttons/switches to be activated in case of hold up or other emergency that may arise.

Procedures for a notification of security breach: If facility is staffed, assess situation and take appropriate action. Call 911 if necessary. If the situation allows, remain at facility to assist law enforcement.

If facility is vacant. Licensee or authorized agent are to return to facility to assist law enforcement once the area is made safe by law enforcement. Law enforcement will be notified immediately by the alarm monitoring company should the alarm be set-off or for fire or other emergency. They will then respond. All employees, agents of licensee and licensee will cooperate with members of law enforcement. A marijuana establishment shall notify the Department of Commerce, Community, and Economic Development, Alcohol and Marijuana Control Office as soon as reasonably practical and in any case not more than 24 hours after any unauthorized access to the premises or the establishment's knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises

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

All marijuana product on premises will only be handled by licensee, employees or agents designated by licensee. All will have the required marijuana handler's card. Licensee, employee or agent will be present at transfers of marijuana product to ensure integrity of shipment. All marijuana product on premises will be logged in and tracked in accordance with Franwell/METRC system from seed to sale. A system such as MJ Freeway Gram Tracker or Flow Hub will also be used to track marijuana product and sales. Video cameras will run 24 hours per day, 365 days per year both indoors and outside as previously designated and will be stored for a minimum of 40 days as well on a cloud based system such as Ring.com. Should any diversion occur, a review of the video surveillance tapes both from the inside and outside will help to catch any perpetrator and proper action may be taken. Furthermore, the tracking system and recorded weights of marijuana product will detect any change to our marijuana supplies, so that action may immediately be taken which includes notification to AMCO and local law enforcement. See cont'd response.

3.7. Describe your policies and procedures for preventing loitering:

Signs will be posted stating a clear message that "No Trespassing" or "No Loitering" is permitted, and that area is video monitored 24/7. Video surveillance of the exterior areas will be available to employees inside the facility. Standard policy is to notify law enforcement of any violation these regulations or of any suspicious activity. There will be no loiterers or trespassers: None.

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

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





Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

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

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

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. JCF

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

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). JCF

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:

Entrances and exits to and from the facility will have cameras (within 20 feet of each entrance/exit) trained on them from the interior in such a way that faces are easily identified. Facility entrances/exits will also have exterior cameras (within 20 feet of each entrance/exit) to monitor areas around exits to provide a view of the approach to the entrances/exits. All rooms will have cameras as well covering all portions of each room. All cameras will be high definition with infrared/night vision capabilities for night viewing. All points of sale will also be covered as well.

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

All video surveillance will be stored on site in a digital and searchable format on a local device and backed up on a cloud based server such as ring.com or other cloud based system. Storage will be sized appropriately to maintain at a minimum 40 days of recording, and a digital back-up of all data. Server rack will consist of a wall mountable, lockable cabinet sized appropriately to contain all necessary computer components. The rack will be located within the main work area of the proposed facility, ensuring that only authorized personnel are able to access the video surveillance equipment. Cloud based accessibility is via password protection and only the licensee, or designated employee will have access to it. It maintains storage for over 40 days and will be accessible to AMCO enforcement and/or law enforcement as well upon request. It is not accessible to the general public.





Section 4 – Business Records

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

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

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

JLF
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JLF

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

All business records will be kept on the premises in a locked file cabinet or safe. These records will be available for inspection upon request. These records include but are not limited to: a current employee list and handler information, contact information for our vendors and video surveillance and alarm systems, records on advertising and marketing, visitor logs, tax records, premise diagram and transportation records. The digital records will be backed up at the end of each business day. Security camera video will be maintained for a minimum 40 days of recording. We will provide any record required to be kept on the licensed premises to an employee of the board upon request. Any records kept off premises will be provided within 3 days of the request. Some of these records may be kept on an external hard drive and maintained within the locked cabinet and/or safe.





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.

JCF

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

JCF

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.

JCF

Section 6 – Employee Qualification and Training

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

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

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

JCF

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.

JCF

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.

JCF

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

Aside from the marijuana handler's course and required testing, licensees, employees and agents will be kept current as to any change in regulation from AMCO, law enforcement (state, local or federal) as well as to any industry changes. This will be done monthly at monthly meetings between supervisor's and employees. Additional training will also be made available to all employees through applicable media, legal articles, periodicals of trade and updated handler's recertification tests as they become due for recertification as well as any other information that may become available and be applicable. The internet is also a good source for updated information as well and will be utilized. Our attorney Lance C. Wells will also keep us apprised of any new developments, changes or updates that may occur.

AMCO



Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

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

7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. [Signature]

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. [Signature]

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. [Signature]

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). [Signature]

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

7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. [Checked]

7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. [Checked]

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

n/a

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

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

Marijuana or a marijuana product may only be transported to a licensed marijuana establishment by a licensee or an agent or employee of a licensee. Bulk batch packs of up to 5 pounds may be received. Once received and entered in to METRC, the marijuana will be packaged (if not purchased prepackaged) in a variety of ways. Batches of 1.0 gram packs may be produced as well as 1/8 oz, 1/4oz and 1 ounce packages: cannot exceed 1 ounce. All labeling on all packaging will meet the standards as required for retailers. See attached. All marijuana slated to leave the facility will be placed into a durable, tamper-evident METRC packaging prior to transport. The shipment will be accompanied by the appropriate manifest, and will be verified by the licensee or designated agent before the shipment is permitted to leave. A marijuana establishment shall keep records of all marijuana or marijuana products shipped from or received at that marijuana establishment as required under 3 AAC 306.755. See cont'd response.





Form MJ-01: Marijuana Establishment Operating Plan

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

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

JCF

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

JCF

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

JCF

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

JCF

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

JCF

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

JCF

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

JCF

Section 9 – Signage and Advertising

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

Signs are anticipated at this retail marijuana store. They will either attached to the building on within the windows (no marijuana may be visible to the public) and each sign may not exceed 4800 square inches. The sign would depict the name of the retail facility, address, phone number and any logo. The signage including logo would not be enticing towards children. See attached. No more than three signs are permitted.





Form MJ-01: Marijuana Establishment Operating Plan

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

Advertising may consist of local Alaska Leaf magazine, trade magazines, social media, lighters, clothing items (hats and tee shirts) or other items of permissible branding, website, business cards, stickers, and/or in collaboration with local and state wide retailers. It would reflect the name of the business, address, phone number, email address and company logo. The logo will not be enticing towards children. This list is merely inclusive but not exhaustive. See attached logo.

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

Jenny Foster

Signature of licensee

Jenny Foster

Printed name of licensee



[Signature]

Notary Public in and for the State of Alaska

My commission expires: 6.15.19

Subscribed and sworn to before me this 27th day of Nov, 2018.





(Additional Space as Needed):

3.6 Cont'd Response:

All employees including their bags, backpacks, purses etc. will be subject to search as a part of their condition of employment upon suspicion of diversion. Furthermore, employees will have to place all personal belongings into a separate room when coming to work or lock them within their vehicle or leave them at home.

8.1 Cont'd Response:

In accordance with 3 AAC 306.470, when we package the marijuana, we will either place in a package of 1 ounce or less, in approved packaging for the retail store to sell individually. In accordance with 3 AAC 306.475, the packaging shall have these 5 statements to be on the packaging:

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

When marijuana or a marijuana product is transported the marijuana establishment that originates the transport shall 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. 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, the marijuana or marijuana product must be in a sealed package or container and in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product. The sealed package may not be opened during transport. A vehicle transporting marijuana or a marijuana product must travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and may not make unnecessary stops in between except to deliver or pick up marijuana or a marijuana product at another licensed marijuana establishment. When a marijuana establishment receives marijuana or a marijuana product transported in compliance with this section, the recipient of the shipment shall use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received. The recipient shall refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

The locked, safe and secure storage compartment is located behind the rear seat of our transport vehicle and will be bolted or chained in to the vehicle frame. All marijuana product will be contained within this safe. The compartment measures approximately 18" wide x10" tall x 59" long. In the event that the proposed facility's planned transport vehicle is not available, a contract transportation/ security company such as Valkyrie Security & Asset Protection or The Transfer Answer will be utilized to carry out product transfers. It will have the required manifest attached to the outside of it as required per regulation. See above.



Retail Sample Label
SEC 8.1 SAMPLE LABEL #1

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

Retailer: SEEDS & STEMS, LLC.

Retailer Lic. No. 18929

BARCODE: |||||

Cultivator Lic. No: 12345

Cultivator: GIANT GRREN BUDS, LLC

KUSH OG 1.0 Grams

Harvest Batch No. 1A34fgh1234

Net. Wt: 1.0 g = (0.03527396 oz.)

TEST: THCA: 18.48%, THC 16.6%, CBD: .06%

9.1 Cont'd. Response



AMCO
DEC 07 2018

9.2 Cont'd. Response



AMCO
DEC 07 2018



Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). All areas designated as the licensed premises of a single license must be contiguous.

What must be submitted with this form?

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

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

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

Section 1 – Establishment Information

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

Licensee:	Seeds & Stems, LLC.	MJ License #:	18929		
License Type:	Retail Marijuana STORE				
Doing Business As:	Seeds & Stems, LLC.				
Premises Address:	43280 Kenai Spur Highway, #E				
City:	Nikiski	State:	Alaska	ZIP:	99635



Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

Section 2 – Required Information

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

The following details must be included in all diagrams:

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

The following additional details must be included in Diagram 1:

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

The following additional details must be included in Diagram 2:

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

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

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

The following additional details must be included in Diagram 5:

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

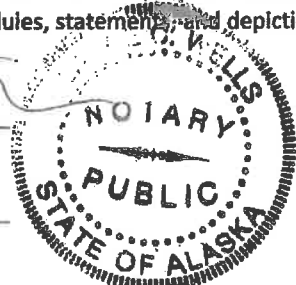
AMCO
 DEC 07 2018

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

Jenny Foster
 Signature of licensee

Jenny Foster

Printed name of licensee

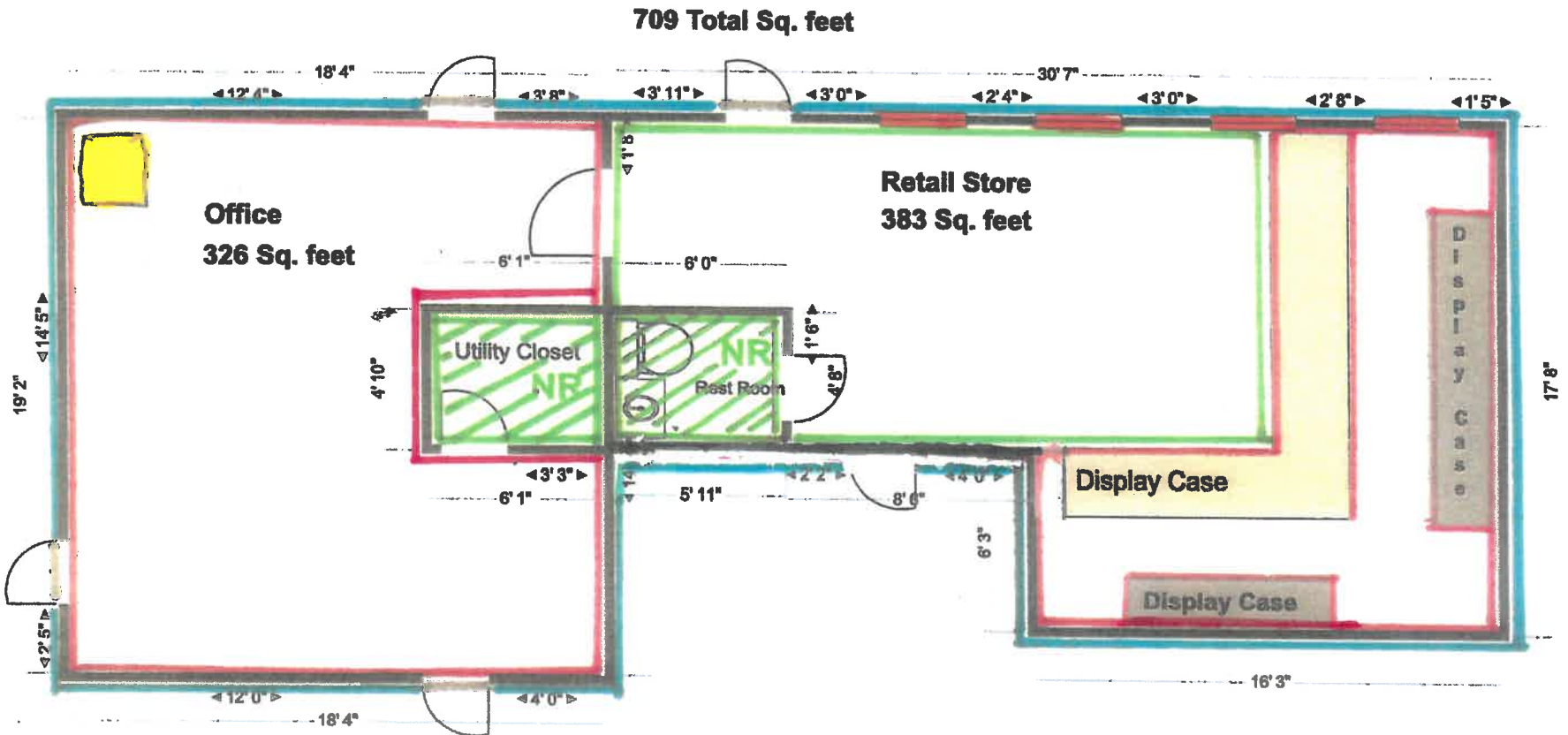




[Signature]
 Notary Public in and for the State of Alaska
 My commission expires: 6/18/19

Subscribed and sworn to before me this 27 day of Nov, 2018.

Seeds & Stems LLC
 43280 Kenai Spur Hwy.
 Nikiski, AK 99635
 License #18929
 Marijuana Retail Store Diagram

DIAGRAM #1



-  = Entrances & Exits
-  = Restricted Access Area
-  NR = Non-Restricted Area
-  = Licensed Premises
-  = SAFE / MARIJUANA STORAGE
-  = Windows



Received by AMCO 3/20/19

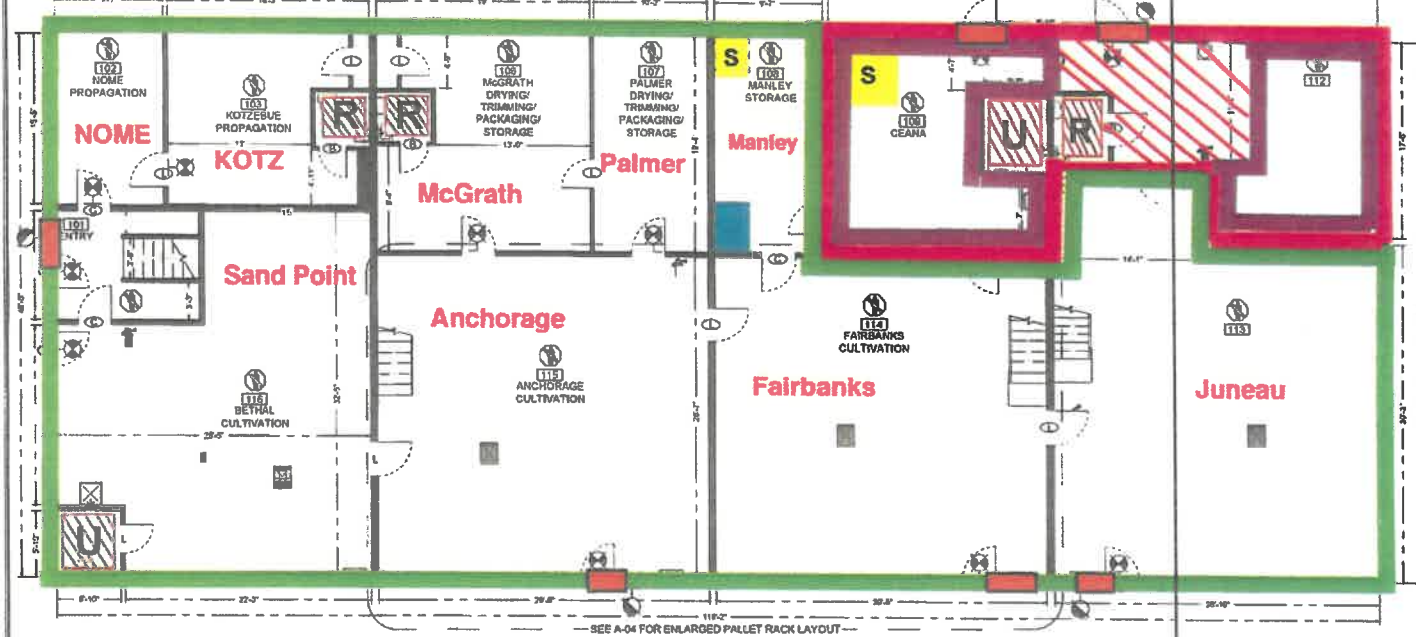
DEC 07 2018

AMCO

Diagram # 2
1/2

First Floor








Seeds & Stems, LLC
License # 18929



1 Ground Level Plan
Scale: 3/8" = 1'-0"

-  = Licensed Cultivation Premises #12618 / Cultivation Restricted Access Area
-  = Ingress / Egress
-  = Seeds & Stems Retail Licensed Area
-  = Retail Restricted Area
-  = Non-Restricted Area
-  = Safe
-  = Security System / Surveillance Room

KEY - SYMBOL - LEGEND

-  EXISTING WALL
-  RESTRICTED ACCESS AREA
-  (E) FLOOR DRAIN
-  EXIT LIGHT
-  EXTERIOR EXIT LIGHT
-  FIRE EXTINGUISHER, 2A:10BC, MOUNT 48" AFF (MEASURED TO GRIP)
-  EMERGENCY LIGHT 90 MINUTE BATTERY

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS




ROOM NUMBER	AREA	USE	OCCUPANCY LOAD	WALL TYPE	CL-G TYPE	WAINSCOT	FLOOR BASE	FLOOR SURFACE	ENTRY REQUIRED
101	100	ENTRY	N/A						1 PROHIB REQ
102	150	NOME	0.8						1 PROHIB REQ
103	245	HOT/STORAGE	0.7						1 PROHIB REQ
104	24	REST ROOM 1	N/A						1 PROHIB REQ
105	22	REST ROOM 2	N/A						1 PROHIB REQ
106	238	MCCRATH	1.1						1 PROHIB REQ
107	187	PALMER	0.7						1 PROHIB REQ
108	149	MANLEY	0.8						2 PROHIB REQ
109	338	CHEANA	5.1						2 PROHIB REQ
110	83	REST ROOM 3	N/A						1 PROHIB REQ
111	32	REST ROOM 4	N/A						1 PROHIB REQ
112	263	LEAF	25.8						2 PROHIB REQ
113	880	JUNEAU	6.8						1 PROHIB REQ
114	842	FAIRBANKS	3.8						1 PROHIB REQ
115	884	ANCHORAGE	3.8						1 PROHIB REQ
116	745	BETHAL	2.8						2 PROHIB REQ
117	34	UTILITY	N/A						1 PROHIB REQ
118		TOTAL	62.1						

FINISH MATERIALS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE

DOOR SCHEDULE

ALL DOORS ARE EXISTING TO REMAIN, UNLESS NOTED OTHERWISE. CONFIRM OR UPDATE LATCH HARDWARE AS NOTED BELOW

LATCH TYPE KEY

-  B: BATHROOM PRIVACY LOCK
-  C: SECURE OFFICE LOCK
-  E: COMMERCIAL ENTRY LOCKLATCH

R = Restroom U = Utility Closet

AMCO
JAN 22 2019



Determine Design
AEC11613
903 W. NORTHERN L.T.S. BLVD # 206
ANCHORAGE, AK 99503
Office: (907)339-9100
chris@eterminedesign.com

Drawn: Chris Hayes
Date: 6/28/17
Time: 4:21 PM



PROJECT FILE: HempCo, LLC
prepared for: HempCo, LLC
Sheet Title: Ground Floor Plan
ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

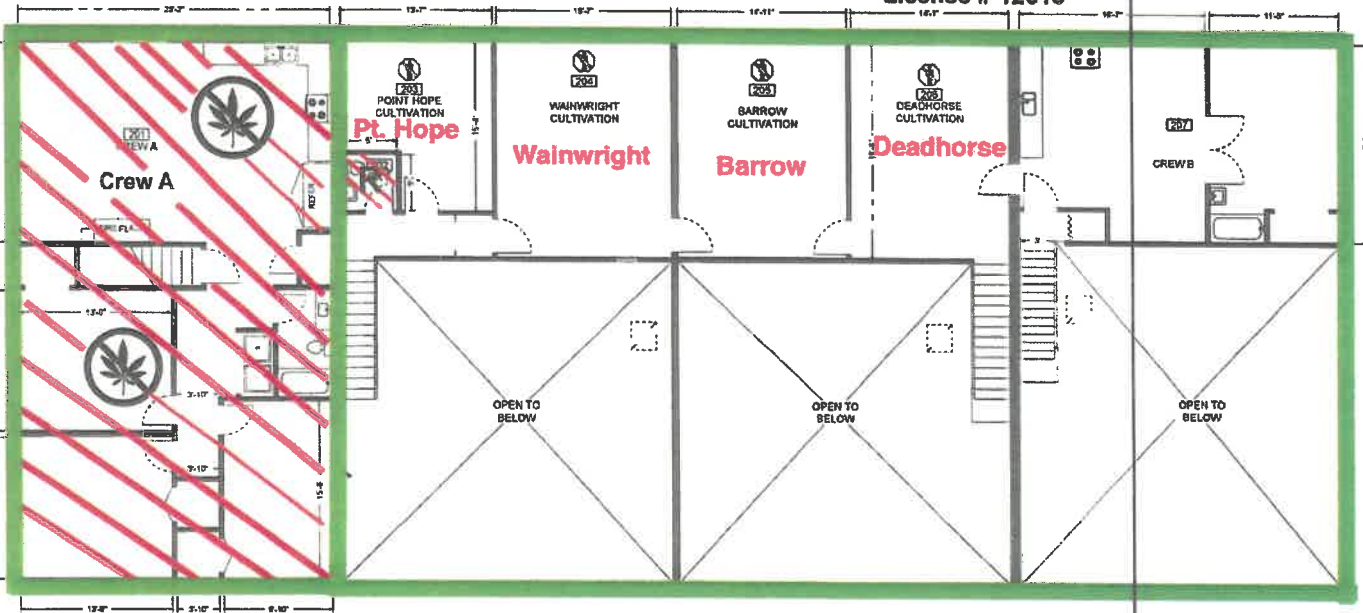
SHEET NUMBER
A-02

Received by AMCO 3/20/19

Diagram # 2 Cont'd.
2+2

2nd. Floor

HempCo, LLC
DBA. Alaska Cannabis Company
License # 12618

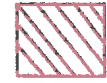


1 Mezzanine Plan

Scale: 3/16" = 1'-0"



= Licensed Cultivation Premises #12618 / Cultivation Restricted Access Area



= Non-Restricted Area R = Restroom



= No Marijuana allowed in this area

KEY - SYMBOL - LEGEND

- EXISTING WALL
- EMERGENCY LIGHT 90 MINUTE BATTERY
- KNOX BOX, WALL MOUNT @ 68" AFF (IFC 506.1) EXISTING-CONFIRM KEYING
- STAIR: DIRECTION OF DESCENDING
- RESTRICTED ACCESS AREA
- (E) FLOOR DRAIN
- EXIT LIGHT
- EXTERIOR EXIT LIGHT
- FIRE EXTINGUISHER, 2A:10BC, MOUNT 45" AFF (MEASURED TO GRIP)

NOTE: USE HALF INDICATED SCALE FOR 11X17 DRAWINGS

ROOM FINISH AND OCCUPANT LOAD

ROOM NUMBER	AREA	USE	OCCUPANT LOAD	WALL TYPE	GL TO TYPE	HANGSCOY	FLOOR BASE	FLOOR SURFACE	ENTRY REQUIREMENTS
201	1,280	CREWA	0.5						3 PROHIB REQ
202	25	RESTROOM	65A						3 PROHIB REQ
203	180	POINT HOPE	0.5						3 PROHIB REQ
204	302	WAINWRIGHT	1						3 PROHIB REQ
205	288	BARROW	1						3 PROHIB REQ
206	272	DEADHORSE	0.5						3 PROHIB REQ
207	418	CREWB	2.3						2 PROHIB REQ
1,028	TOTAL	12.3							

ROOM FINISHES ARE EXISTING TO REMAIN

DOOR SCHEDULE

ALL DOORS ARE EXISTING TO REMAIN, UNLESS NOTED OTHERWISE. CONFIRM OR UPDATE LATCH HARDWARE AS NOTED BELOW

LATCH TYPES

- B: BATHROOM PRIVACY LOCK**
- C: SECURE OFFICE LOCK**
- L: PASSAGE LATCH**
- E: ENTRY LOCK/LATCH**

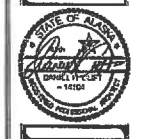
AMCO
JAN 22 2019



Determine DESIGN

AECL1813
903 W. NORTHERN LTS., BLVD # 206
ANCHORAGE, AK 98503
Office: (907)335-9100
christie@determinealaska.com

Drawn: Chris Hayes
Date: 6/28/17
Time: 4:21 PM



PRODUCED FOR: HempCo, LLC
prepared for: HempCo, LLC
Sheet Title: Mezzanine Floor Plan
ADDRESS: 43280 Kenai Spur Hwy Kenai, AK 99611

A-03

Received by AMCO 3/20/19

Seeds & Steams, LLC
 LLC NO. 18929
 DIAGRAM #3

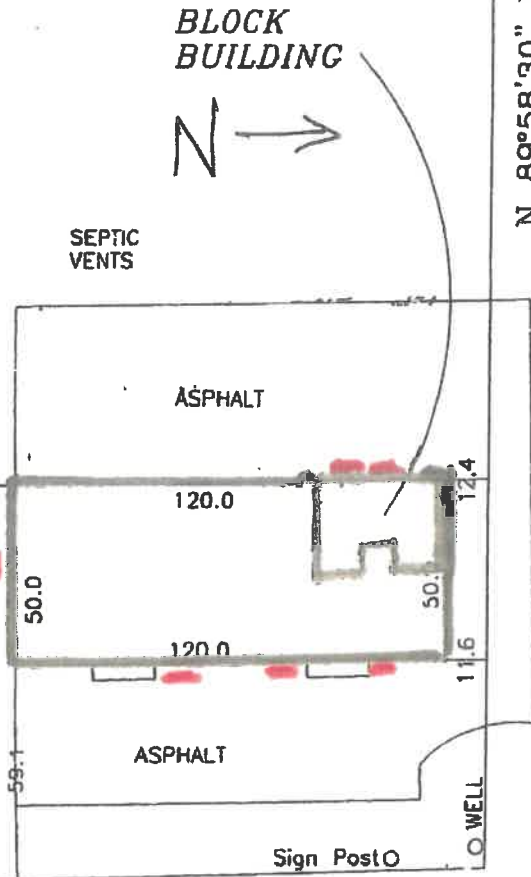
N 89°59' E 335.5

N 89°58'30" E 331.3

66' R/W BYSTEDT AVENUE

Tract 119b

Tract 119A



N 01°30'20" W 165.1

NOTES
 THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
 ALL BOUNDARY DATA SHOWN IS OF RECORD INFORMATION UNLESS OTHERWISE NOTED.
 THIS MORTGAGE LOCATION SURVEY IS A REPRESENTATION OF THE CONDITIONS THAT WERE FOUND AT THE TIME OF THE LOCATION SURVEY WAS PERFORMED. THIS DOCUMENT DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS SUBJECT TO ANY DISCREPANCIES THAT A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE. INFORMATION CONTAINED ON THE DRAWING SHALL NOT BE USED TO ESTABLISH ANY FENCE, STRUCTURE, OR OTHER IMPROVEMENTS.
 THIS MORTGAGE LOCATION SURVEY WAS PREPARED IN ACCORDANCE WITH THE APLS MORTGAGE LOCATION SURVEY STANDARDS.

Fnd Rebar Fnd Rebar
 N 01°30'20" W 132.03 (132.06Meas)
 KN79-134

150' R/W NORTH KENAI HIGHWAY

█ = Building

█ Licensed Premises for Retail License

█ AREAS of Ingress & Egress



Swan Surveying

Michael Swan R.L.S. P.O. Box 987 • Soldotna, AK 99669 • (907) 262-1014



JAL 6119	FA	DATE 8-15-06	SCALE 1"=40'	DRWN MMS	CHK
----------	----	--------------	--------------	----------	-----

I hereby certify that I have performed a Mortgage inspection of the following described property
 UN-SUBDIVIDED GOV'T LOT 106 EAST OF
 THE NORTH KENAI HIGHWAY

Located in the Kenai Recording District, Kenai, AK, and that the improvements situated thereon are within the property lines and do not overlap or encroach on the property lying adjacent thereto, that no improvements on property lying adjacent thereto encroach on the premises in question and that there are no roadways, transmission lines or other visible encumbrances on said property except as indicated hereon.

Costed at \$1,100 Alaska This 15 day of AUGUST 2006

AS-SWLT

AMCO
 DEC 07 2018

Received by AMCO 3/20/19

Directions

DIAGRAM #4

Seeds & Stems, LLC
Lic. No. 18929



Building
= licensed tree

[Red square icon] = Extraneous/Split

- Directions
- Traffic
- Map
- Layers
- More



Received by AMCO 3/20/19

AMCO
DEC 07 2018



Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** 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 306.315(2).

What additional information is required for retail stores?

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

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store 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:	SEEDS & STEMS, LLC.	MJ License #:	18929
License Type:	RETAIL MARIJUANA STORE		
Doing Business As:	SEEDS & STEMS, LLC.		
Premises Address:	43280 KENAI SPUR HIGHWAY, # E		
City:	NIKISKI	State:	Alaska ZIP: 99635



Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

When an incoming transfer of marijuana or marijuana product arrives at our facility, the transfer agent will be greeted and will have their marijuana handler permit checked by our staff before being granted access to our facility.

All transfers will occur in the secure portion of our facility.

All visitors, including other licensees and transfer agents, will be logged in our visitors log and will be issued a visitors pass to wear prior to being granted access to enter the secure portion of our facility.

Every incoming transfer will be verified against the manifest; ensuring package tags are with product and match product, and that the quantities and weights manifested are accurate. Once weights, quantities, and package tags have been verified, the manifest will be signed and dated by the receiving manager on duty and the time of acceptance will be noted on the hard copy of the manifest and the transfer will be accepted in METRC. If any variance should exist between the manifested quantity and the actual quantity, every effort will be made to reach the licensee before accepting or rejecting any transfer.

See cont'd response, P. 6.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

All staff members will be privately trained annually and prior to hire in preventing purchases by intoxicated persons under the influence of alcoholic beverages, inhalants, controlled substances as well as spice and other designer drugs. In addition, all employees will have completed the state required marijuana handlers course, passed the written examination in order to receive their current handler's permit (renewals as required).

See cont'd response P. 6.

3.2. I certify that the retail marijuana store will not:

Initials

a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;

JCF

b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;

JCF

c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;

JCF

d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or

JCF

e. allow a person to consume marijuana or a marijuana product on the licensed premises.

JCF

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

Yes No

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

AMCO



Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

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

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

JLF

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

JLF

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

JLF

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

JLF

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. is false or misleading;

JLF

b. promotes excessive consumption;

JLF

c. represents that the use of marijuana has curative or therapeutic effects;

JLF

d. depicts a person under the age of 21 consuming marijuana; or

JLF

e. 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.

JLF

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. within 1,000 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;

JLF

b. on or in a public transit vehicle or public transit shelter;

JLF

c. on or in a publicly owned or operated property;

JLF

d. within 1,000 feet of a substance abuse or treatment facility; or

JLF

e. on a campus for postsecondary education.

JLF

Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

Products at our facility will be displayed; (1) hanging on a wall located behind our counter space in a restricted access area and (2) in secured glass cases, in which only authorized personnel can access. Customers will not have free access to such display cases. No product is to be touched by anyone other than our employees prior to sale. Customers will consult our staff on which products they intend to purchase. All purchases will be made at our designated Point of Sale (POS) system. Once payment has been issued, the customer will be provided with their packaged products and may exit the building. All products within that purchase will have labeling provided by either the originating licensed cultivation company or Stems & Seeds, II. The label will include the logo, store name, license number, THC levels (levels provided by a licensed Marijuana Testing Facility), and all warning statements required under 3 AAC 306.345.





Section 6 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

Products will be packaged in opaque, resealable, child-resistant packaging as described in 3 AAC 306.345(a). Any and all products to be sold will comply with; 3 AAC 306.470, 3 AAC 306.475, 3 AAC 306.565, 3 AAC 306.570 and 3 AAC 306.345(b).

Upon receipt of any marijuana from a license cultivation facility, staff will be required to inspect such packaging to verify the labeling requirements described in 3 AAC 306.475(a) and 3 AAC 306.570(c). Staff will also make sure to review the labeling information to verify that packaging and potency conforms to regulations set forth in 3 AAC 306.560.

The facility will utilize weight measuring scales in compliance to 3 AAC 306.745 to verify weights of product. Packaging to be resold from the manufacturing facility without additional handling from our facility will not be in excess of one ounce in weight and will contain our company logo and license number. Wholesale purchases will be verified to not be in excess of five pounds of product for repackaging.

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

See attached p. 7.

AMCO



Section 7 – Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

7.1. Describe the retail marijuana store’s procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

All employees will be trained in the recognition of valid and acceptable forms of identification per SOA regulations governing acceptable forms of identification. See 3AAC 306.350(a) &(b). Employees will take the following steps to ensure valid identification has been produced prior to any entry in to the retail sore as follows: Make certain ID has not expired and person is over 21 years of age; Request ID be removed from wallet or purse or anything with a cover over it; Take physical control of the ID; Check date of birth; Ensure ID has not been tampered with; Look for any material changes to ID. See cont'd response.

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

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

JF

Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

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

Prior to deeming marijuana as waste, we will notify the AMCO 3 days in advance in writing. Once the MCB has been notified, product awaiting disposal will be separated and stored in our secure waste storage area. Our secure waste storage is secured and monitored in compliance to 3 AAC 306.715 and 3 AAC 306.720, utilizing commercial steel-doors with key code/fingerprint locking mechanisms and high definition surveillance cameras.

Upon approval, any marijuana waste, including expired marijuana products will be ground and mixed with organic material consisting of household waste, paper, food, coffee grounds, leaves, grass clippings etc. to produce a final waste product that is no more than 50% marijuana product. Once marijuana product is reconciled to be unusable for any and all intended purposes, we will transfer the waste to our on-site secured dumpster to await final disposal. Upon final disposal, we will record the final destination of said waste, in accordance with 3 AAC 306.740(c)(2), and store these records in our secure office in compliance with 3 AAC 306.755.

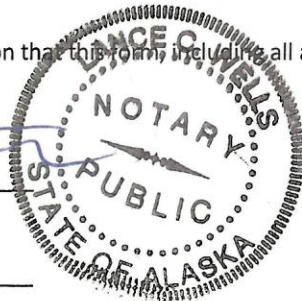
You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

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

JF

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

Jenny Foster
Signature of licensee
JENNY FOSTER
Printed name of licensee



[Signature]
Notary Public in and for the State of Alaska
My commission expires: 6-18-19

Subscribed and sworn to before me this 27 day of NOV, 2018



(Additional Space as Needed):

2.1 Response Cont'd:

Incoming marijuana or marijuana products received in bulk will be repackaged physically and within METRC, and will accordingly be labeled before imported into our POS system and becoming available for sale. Each time a bulk package is opened or repackaged, weights will be taken at the beginning and end of the process. Internal logs will be kept and variance due to moisture loss will be kept in internal logs; adjusted, noted, and accounted for in METRC. Any waste will be noted in waste logs as well, and reported to AMCO via email three days before destroying and disposing of the waste material. Unpackaged quantities of bulk marijuana and/or marijuana product will remain locked in secure storage, consistent with our operating plan. METRC package tags will remain physically attached to the vessel containing bulk marijuana associated with each tag. Incoming marijuana or marijuana product which has been prepackaged prior to its arrival at our facility will have the labeling double checked for compliance before being made available for retail sale. Product will then be added to inventory within the point of sale system, and may have additional, POS specific, labeling/sku added. Upon entering the establishment, a customer will immediately be asked to present ID. Once their ID has been checked they will select product from a menu, be given an opportunity to view or sniff the product before purchasing. Products will be placed in AMCO compliant exit packaging before leaving our facility. All sales will be entered through our point of sale system, and will be reported through METRC, daily. Each drawer will be closed at the end of each shift and the proceeds from each shift and day will be verified against accountability reports generated by our POS. At the end of each day, the day will be closed out within our POS. Within 24 hours of the closure of a business day, our sales data will be uploaded to METRC. Routine internal audits will be conducted- verifying accuracy between METRC, our POS, and product on hand. Inventory of prepackaged products will occur each night at the close of the shift and/or each morning before opening on internal forms, i.e. shift reports. Retail operations are anticipated to begin at 10am until as late as 12:00 a.m., 7 days a week.

3.1 Cont'd: Employees will look for signs of impairment to include but not limited to:

- watery eyes ,
- slurred speech,
- blood shot or red eyes,
- glassy eyes which may have trouble staying open,
- recognizable nystagmus either horizontally or vertically of the eyes
- their gait,
- coordination. This list is not exhaustive. If any of the above signs or any others are identified, they will be asked to leave the premises and no sales will occur. This facility implements a zero tolerance for non-compliant behavior on our licensed premises. Our policy requires that all personnel be trained on how to identify a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance as set forth above. Any person(s) who are suspected of being in violation of 3 AAC306.310(a)(2) will be asked to vacate the premises and will be notified that non compliance will result in a trespassing charge in which local law enforcement will be notified.

7.1 Cont'd response:

A book/pamphlet of all legal ID's for all 50 states will also be used to include Canada should any questions arise surrounding its authenticity. If questions surround its authenticity, age verification etc. the person will not be admitted in to the facility and will be told to leave the premises immediately.



Retail Sample Label
SEC 6.2 SAMPLE LABEL

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

Retailer: SEEDS & STEMS, LLC.

Retailer Lic. No. 18929

BARCODE: |||||

Cultivator Lic. No: 12345

Cultivator: GIANT GRREN BUDS, LLC

KUSH OG 1.0 Grams

Harvest Batch No. 1A34fgh1234

Net. Wt: 1.0 g = (0.03527396 oz.)

TEST: THCA: 18.48%, THC 16.6%, CBD: .06%



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	Seeds & Stems, LLC.	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC.				
Premises Address:	43280 Kenai Spur Highway, #E				
City:	Nikiski	State:	AK.	ZIP:	99635

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: 3/13/19

End Date: 3/17/19

Other conspicuous location: Kenai Post Office: 140 Bidarka St Kenai, AK. 99611

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

Signature of licensee

Jenny L. Foster

Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: 1/1/2022

Subscribed and sworn to before me this 19th day of March, 2019.

SARAH DONAHUE
 Notary Public, State of Alaska
 Commission # 180101034
 My Commission Expires
 January 1, 2022



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Seeds & Stems, LLC	License Number:	18929
License Type:	Retail Marijuana Store		
Doing Business As:	Seeds & Stems, LLC		
Premises Address:	43280 Kenai Spur Highway		
City:	Nikiski	State:	AK
		ZIP:	99635

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: 8/16/2018 End Date: 8/27/2018

Other conspicuous location: Kenai Post Office
140 B. HARKA ST. KENAI, AK 99611

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

Jenny L Foster
Signature of licensee
Jenny L Foster
Printed name of licensee

KELLI M. WOODWARD
Notary Public, State of Alaska
Commission # 180713005
My Commission Expires
July 13, 2022

[Signature]
Notary Public in and for the State of Alaska
My commission expires: 7/13/2022

Subscribed and sworn to before me this 11 day of October, 2018.





Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

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

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

Section 1 - Establishment Information

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

Table with 4 rows: Licensee (Seeds & Stems, LLC), License Type (Marijuana Retail Store), Doing Business As (Seds & Stems, LLC), Premises Address (43280 Kenai Spur Highway, #E), City (Nikiski), State (AK), ZIP (99635)

Section 2 - Certification

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

Local Government(s): Kenai Peninsula Borough Date Submitted: 3/10/19

Name/Title of LG Official 1: Johni Blankenship, Borough Clerk Name/Title of LG Official 2: Michelle Turner, Deputy Borough Clerk

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

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

Signature of licensee (handwritten signature)

Jenny L. Foster

Printed name of licensee

SARAH DONAHUE Notary Public, State of Alaska Commission # 1801010 My Commission Expires January 1, 2022

Signature of notary and commission expiration date: 1/1/2022

Subscribed and sworn to before me this 19th day of March, 2019.



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	Seeds & Stems, LLC.	License Number:	18929
License Type:	Retail Marijuana License		
Doing Business As:	Seeds & Stems, LLC.		
Premises Address:	43280 Kenai Spur Highway		
City:	Nikiski	State:	AK
		ZIP:	99635

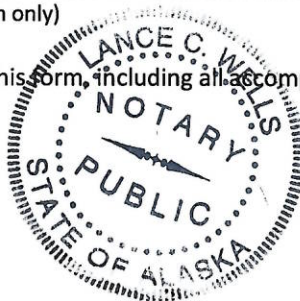
Section 2 - Certification

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

Local Government(s): Kenai Peninsula Borough Date Submitted: 10.11.2018
 Name/Title of LG Official 1: John Blunkenship Borough Clerk Name/Title of LG Official 2: Michele Turner Deputy Borough Clerk
 Community Council: n/a Date Submitted: n/a
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

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

Jenny L. Foster
 Signature of licensee
Jenny L. Foster
 Printed name of licensee



[Signature]
 Notary Public in and for the State of Alaska
 My commission expires: 6.18.19

Subscribed and sworn to before me this 11th day of Oct, 2018.





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Seeds & Stems, LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC.				
Premises Address:	43280 Kenai Spur Highway, # E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	DAVID LUCEY				
Title:	Member LLC				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

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

[Signature]
Signature of licensee

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

David J Lucey
Printed name of licensee

My commission expires: April 21, 2021

Subscribed and sworn to before me this 16 day of August, 2018.

Notary Public
REBECCA DISALVI
State of Alaska
My Commission Expires April 21, 2021



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:	Seeds & Stems, LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC				
Premises Address:	43280 Kenai Spur Highway, # E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	ROBERT ROOP				
Title:	SHARE HOLDER				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.
The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

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

[Handwritten Signature]
Signature of licensee

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

ROBERT TROOD
Printed name of licensee

My commission expires: 10/8/2024

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



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Seeds & Stems LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC,				
Premises Address:	43280 Kenai Spur Highway, # E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	JOHN D COX				
Title:	INVESTOR				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest


Section 3 – Certifications

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

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

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

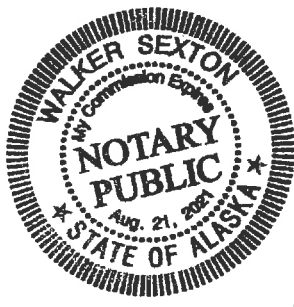
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

JOHN I COX

Printed name of licensee





Notary Public in and for the State of Alaska

My commission expires: Aug 21, 2021

Subscribed and sworn to before me this 15th day of August, 2018.



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Seeds & Stems LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC.				
Premises Address:	43280 Kenai Spur Highway, # E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jenny L. Foster		
Title:	Managing Member		
SSN:	[REDACTED]	Date of Birth:	[REDACTED]



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 - Certifications

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

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

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

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

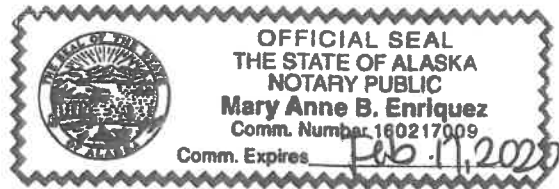
Jenny L. Foster
Signature of licensee

Mary Anne B. Enriquez
Notary Public in and for the State of Alaska

Jenny L. Foster
Printed name of licensee

My commission expires: Feb. 17, 2020

Subscribed and sworn to before me this 17th day of August, 2018.





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	SEEDS & STEMS, LLC	License Number:	18929
License Type:	RETAIL MARIJUANA STORE		
Doing Business As:	SEEDS & STEMS, LLC		
Premises Address:	43280 KENAI SPUR HWY, #E		
City:	NIKISKI	State:	AK
		ZIP:	99635

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	Dwain A. Foster Sr.		
Title:	MEMBER		
SSN:	[REDACTED]	Date of Birth:	[REDACTED]



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

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

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

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

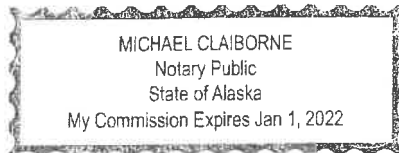
[Handwritten Signature]
Signature of licensee

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

Dwain A. Foster SR.
Printed name of licensee

My commission expires: 11-22

Subscribed and sworn to before me this 18 day of August, 2018.





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Seeds & Stems LLC	License Number:	18929		
License Type:	Retail Marijuana Store				
Doing Business As:	Seeds & Stems, LLC				
Premises Address:	43280 Kenai Spur Highway, #E				
City:	Nikiski	State:	AK	ZIP:	99635

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jason Swircenski				
Title:	Member				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

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

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

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

[Handwritten Signature]

Signature of licensee

STATE OF ALASKA
NOTARY PUBLIC
LEA STUBER
My Comm. Exp: 3-18-19

[Handwritten Signature]

Notary Public in and for the State of Alaska

JASON SWINERT
Printed name of licensee

My commission expires: 3-18-19

Subscribed and sworn to before me this 30th day of August, 2018.

Alcohol & Marijuana Control Office

License Number: 18929

License Status: New

License Type: Retail Marijuana Store

Doing Business As: SEEDS & STEMS LLC

Business License Number: 1075126

Designated Licensee: Jenny Foster

Email Address: Jenny@AlaskaCannabis.com

Local Government: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 60.607251, -151.333706

Physical Address: 43280 Kenai Spur Highway, Unit E
Nikiski, AK 99635
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10087136

Alaska Entity Name: SEEDS & STEMS LLC

Phone Number: 907-830-8666

Email Address: Jenny@AlaskaCannabis.com

Mailing Address: PO Box 595
Kenai, AK 99611
UNITED STATES

Entity Official #1

Type: Individual

Name: Jenny Foster

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-830-8666

Email Address: Jenny@AlaskaCannabis.com

Mailing Address: PO Box 595
Kenai, AK 99611
UNITED STATES

Entity Official #2

Type: Individual

Name: John Cox

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-947-3316

Email Address: JD@AlaskaCannabis.com

Mailing Address: 1840 Scenic Way
Anchorage, AK 99501
UNITED STATES

Entity Official #3

Type: Individual

Name: David Lucey

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-632-6799

Email Address: Dave@AlaskaCannabis.com

Mailing Address: 5311 E. 26th Ave. #2
Anchorage, AK 99508
UNITED STATES

Entity Official #4

Type: Individual

Name: Dwain Foster

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-227-3619

Email Address: Dwain@AlaskaCannabis.com

Mailing Address: PO Box 162
Sand Point, AK 99661
UNITED STATES

Entity Official #5

Type: Individual

Name: Jason Swircenski

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-229-0616

Email Address: Jason@AlaskaCannabis.com

Mailing Address: 53040 Rambling Road
Nikiski, AK 99635
UNITED STATES

Entity Official #6

Type: Individual
Name: Robert Rood
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-202-1872
Email Address: Rob@AlaskaCannabis.com
Mailing Address: 2350 Cleo Ave
Anchorage, AK 99516
UNITED STATES

Affiliate #1

Type: Individual
Name: Jenny Foster
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-830-8666
Email Address: Jenny@AlaskaCannabis.com
Mailing Address: PO Box 595
Kenai, AK 99611
UNITED STATES

Affiliate #2

Type: Individual
Name: John Cox
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-947-3316
Email Address: JD@AlaskaCannabis.com
Mailing Address: 1840 Scenic Way
Anchorage, AK 99501
UNITED STATES

Affiliate #3

Type: Individual
Name: David Lucey
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-632-6799
Email Address: Dave@AlaskaCannabis.com
Mailing Address: 5311 E. 26th Ave. #2
Anchorage, AK 99508
UNITED STATES

Affiliate #4

Type: Individual
Name: Dwain Foster
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-227-3619
Email Address: Dwain@AlaskaCannabis.com
Mailing Address: PO Box 162
Sand Point, AK 99661
UNITED STATES

Affiliate #5

Type: Individual
Name: Jason Swircenski
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-229-0616
Email Address: Jason@AlaskaCannabis.com
Mailing Address: 53040 Rambling Road
Nikiski, AK 99635
UNITED STATES

Affiliate #6

Type: Individual
Name: Robert Rood
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-202-1872
Email Address: Rob@AlaskaCannabis.com
Mailing Address: 2350 Cleo Ave.
Anchorage, AK 99516
UNITED STATES

COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Hempco, LLC 1540 North Shoreline Dr. Wasilla, AK 98654, hereinafter referred to as LESSEE, the sum of \$ _____ dollars, evidenced by check # _____, as a deposit which shall belong to Lessor and shall be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from <u>4-1-17</u> to <u>4-30-17</u>	\$ <u>6,540.00</u>	\$ _____	\$ <u>6,540.00</u>
Security deposit (not applicable toward last month's rent)	\$ <u>6,525.00</u>	\$ _____	\$ <u>6,525.00</u>
Last Month's Rent	\$ <u>8,715.00</u>	\$ _____	\$ <u>8,715.00</u>
TOTAL	\$ <u>21,770.00</u>	\$ _____	\$ <u>21,770.00</u>

In the event this Lease is not accepted by the Lessor within 7 days, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the Kenai Peninsula Borough, state of Alaska, described as 43280 Kenai Spur Hwy, upon the following terms and conditions:

1. **TERM:** The term will commence on 3-1-17 and end on 3-31-22 with two (2) three (3) year extensions with a three (3)% increase each extension period. Lessee to take occupancy for two (2) middle units (B&C) on 3-1-17. Lessee to take occupancy of South unit D on 3-15-17. Lessee to take occupancy of North unit A on 9/1/17. Lessee must provide Lessor with a written (Ninety) 90 day notice prior to vacating the premises at the end of current lease. Any renewals to be negotiated within the ninety (90) day notification period.
2. **RENT:** The total rent will be \$6,540.00 per month (sales tax included) beginning 4-1-17, then beginning 9-1-17 total rent to increase to \$8,715.00 and is payable as follows: Due on the first of each month.
All rents will be paid to Lessor (ZAN, Inc.) or his/her authorized agent, at the following address: PO Box 2009 Kenai, AK 99611 or at such other places as may be designated by Lessor from time to time. In the event rent is not paid within 7 days after due date, Lessee agrees to pay a late charge of \$100.00 plus interest at 18% per annum on the delinquent amount. Lessee further agrees to pay \$100 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.
3. **USE:** The premises are to be used for Lawful Marijuana Cultivation, Lawful Marijuana Product Manufacturing, Lawful Marijuana Concentrate Manufacturing & Lawful Marijuana Retail and other business activities attendant to Lessee's business, and for no other purpose, without prior written consent of Lessor, Lessee will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
4. **USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance or property taxes upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.
5. **ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.
6. **ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all borough and state authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or borough abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.
7. **SMOKING ON PREMISES:** No smoking is allowed inside of the building. Lessee could be liable for up to \$10,000.00 for the cost of replacing the paint, carpet and window coverings if caught smoking in the building.
8. **MAINTENANCE, REPAIRS, ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition. The premises will be surrendered, at termination of the Lease in as good condition as received, except for normal wear and tear.
Lessor will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways (other than snow removal), lawns, and shrubbery as well as plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment, except those installed by Lessee. Lessee to maintain the water system.
No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least two (2) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens.
9. **ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time within ninety (90) days prior to the expiration of this Lease, to place upon premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.
10. **INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.
11. **POSSESSION:** Lessor to deliver possession of the premises within ninety (90) days or sooner as the renovations and Lessors move out date allows. Lessor will complete renovations and vacate premises as soon as possible.
12. **LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain public liability, and property damage insurance insuring Lessee and Lessor with minimum liability limits as follows: \$1,000,000.00 CSL.
Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.
13. **LESSOR'S INSURANCE:** Lessor will maintain property insurance covering the building and improvements owned by the Lessor throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.
14. **UTILITIES:** Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises including snow removal.
15. **SIGNS:** Lessor must approve all signage. Lessee will not place, maintain, or permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonable withheld.
16. **ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.
Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.

17. **CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her trade fixtures or moving expenses.
18. **TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.
19. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within (60) sixty days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party with the sixty (60) day period.
20. **HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by lessee's use of the premises.
21. **INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.
22. **DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his/her option, terminate the Lease and recover from Lessee an amount equal to: (a) the amount of unpaid rent at the time of termination; (b) the unpaid rent after termination and until the time of the award less any amount of such rent that the Lessee proves could have been reasonably avoided; (c) the unpaid rent for the balance of the term after the time of award less any amount of such rent that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom. Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease. These provisions will not limit any other rights or remedies which Lessor may have.
23. **SECURITY:** The security deposit will secure the performance of the Lessee's obligations, Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.
24. **DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor. Floors in office area and upstairs apartment to be polished and waxed by a professional cleaning service upon vacating premises.
25. **ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees.
26. **WAIVER:** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.
27. **NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective five days after mailing, or on personal deliver, or when receipt is acknowledged in writing.
28. **TIME:** Time is of the essence of this Lease.
29. **HEIRS, ASSIGNS, SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.
30. **AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act. The one bathroom at the main level office area to meet ADA requirements.
31. **LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.
32. **ESTOPPEL CERTIFICATE:**
(a) On ten (10) days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.
(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor; (2) that there are no uncured defaults in Lessor's performance; and (3) that not more than one month's rent has been paid in advance.
(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender to buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender to buyer. All financial statements will be received by the Lessor or the lender to buyer in confidence and will be used only for the purposes set forth.

33. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties.

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee *[Signature]* Date 02/16/2017 Lessee *Jenny Foster* Date 02/16/2017
Hempco, LLC Hempco, LLC

Receipt for deposit acknowledged by: *[Signature]* Date 2/17/2017

ACCEPTANCE

The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above.

Lessor *Mike Savane* Date 2/17/2017 Lessor _____ Date _____
PRES. ZAN, INC.

Lessee acknowledges receipt of a copy of the accepted Lease.

Lessee *[Signature]* Date 2/17/2017 Lessee _____ Date _____
Hempco, LLC Hempco, LLC

Lease Amendment.

For:
43280 Kenai Spur Hwy.
Nikiski, Alaska 99635

The landlord agrees not to seize or take possession of marijuana or marijuana product on the premises in the case of the landlord taking possession of the property and must contact AMCO for guidance.

Mike Navarre
Signature

Date: 10/26/17

Print Name: Mike Navarre
Zan Inc
502 Lake Street #5
Kenai, AK 99611



Zan, Inc. dba Arby's
P.O. Box 2009
Kenai, Alaska 99611
907-283-5636
907-283-3062 Fax

LEASE AMENDMENT

For the property located at:
43280 Kenai Spur Hwy.
Nikiski, Alaska 99635

The Landlord agrees that Seeds & Stems, LLC may operate a licensed Marijuana Retail Store in the property listed above for which HempCo, LLC dba. has a lease.

The landlord agrees not to seize or take possession of marijuana product on the premises in the case of the landlord taking possession of the property and must contact the Alaska Marijuana Control Office (AMCO) for guidance.

Signature: Mike Navarre

Date: 10/16/18

Printed Name: Mike Navarre
Title: President

Zan Inc.
502 Lake Street #5
Kenai, Alaska 99611



Zan, Inc. dba Arby's
P.O. Box 2009
Kenai, Alaska 99611
907-283-5636
907-283-3062 Fax

LEASE AMENDMENT

For the property located at:
43280 Kenai Spur Hwy.
Nikiski, Alaska 99635

Zan, Inc., Landlord, agrees that Hempco, LLC may sublet to Seeds & Stems, LLC in the property listed above.

Signature: Mike Navarre Date: 3/22/19

Printed Name: Mike Navarre
Title: President

Zan, Inc.
502 Lake Street, #5
Kenai, Alaska 99611



August 1, 2018

SUBLEASE AGREEMENT

This is an agreement to sublet real property (hereinafter known as the "Sublease") between **HempCo, LLC** (hereinafter known as the "Sublessor") and **Seeds & Stems, LLC** (hereinafter known as the "Sublessee"). The Sublessor agrees to sublet, and the Sublessee agrees to take possession of the property located at 43280 Kenai Spur Hwy. Unit E. Nikiski AK 99635

(hereinafter known as the "Premises") under the following terms and conditions:

- I. **Term.** Tenancy of this Sublease shall begin with the Sublessee taking possession on the 1 day of August 2018 and ending on the 31 day of March 2022.
- II. **Rent.** The rent under this Sublease shall be **\$500** (US Dollars) payable on the 1st of every month.
- III. **Utilities.** The utilities shall be paid by the sublessor.
- IV. **Liability.** Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises, the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the

HempCo, LLC

Received by AMCO 3/25/19

Sublessee. The sublessor agrees not to take possession of marijuana or marijuana products on the premises in the case of the landlord taking possession of the property and must contact AMCO for guidance.

V. Use of property. Marijuana retail.

VI. Security Deposit. The Sublessor shall require a Security Deposit in the amount of **\$1000** (US Dollars) that will be paid at the beginning of the term. Any damage or repairs needed at the end of the term due to the Sublessee shall be credited against the Security Deposit. Any reason for retaining a portion of the Security Deposit shall be explained in writing when returning the funds to the Sublessee. The funds shall be sent to the Sublessee within 30 days after the Sublease has ended with the Sublessee vacating the Premises along with their possessions.

VII. Master Lease. This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which has been attached, and is hereby referred to and incorporated as if it were set out here at length. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of the Sublease.

VII. Disputes. If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to hold negotiations amongst themselves before any litigation.

VIII. Written Agreement. This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties

HempCo, LLC

Received by AMCO 3/25/19

X. Original Copies. Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

XI. Governing Law. This Sublease shall be bound to the laws in the State of Alaska.

XII. Date & Signature. The parties hereby bind themselves to this agreement with their authorization affixed below on the 1 day of August, 2018.

Sublessor's Signature *Jenny Foster* Date August 1, 2018

Print Jenny Foster

Subleasee's Signature *Jenny Foster* Date: August 1, 2018

Print Jenny Foster

HempCo, LLC

Received by AMCO 3/25/19

PUBLISHER'S AFFIDAVIT


UNITED STATES OF AMERICA,
STATE OF ALASKA

}
SS:

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

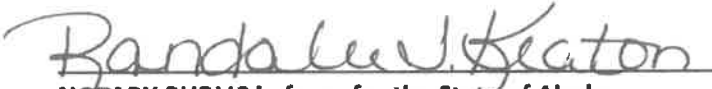
That I am and was at all times here in this affidavit
mentions, Supervisor of Legals of the Sound
Publishing / Peninsula Clarion, a newspaper of
general circulation and published at Kenai, Alaska,
that the advertisement, a printed copy of which is
hereto annexed was published in said paper on the
dates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

Corrected - Marijuana Notice
3/13/2019

X 

SUBSCRIBED AND SWORN before me on this

15th day of March, 2019.



NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 07/10/22.

NOTARY PUBLIC
RANDALEE J. KEATON
STATE OF ALASKA
My Commission Expires July 10, 2022

**CORRECTED - RETAIL
MARIJUANA STORE
license**

Seeds & Stems LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #18929, doing business as SEEDS & STEMS LLC, located at 43280 Kenai Spur Highway, Unit E, Nikiski, AK, 99635, UNITED STATES.

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

Pub: March 13, 2019 848142

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 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 Notice
August 16, 23 & 30, 2018

x *Elizabeth A. Ulricksen*

SUBSCRIBED AND SWORN before me on this

7th day of September 2018.

Randalee J. Keaton
NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 07/10/22.

NOTARY PUBLIC
RANDALEE J. KEATON
STATE OF ALASKA
My Commission Expires July 10, 2022

