



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

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

December 5, 2018

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

License Number:	17204
License Type:	Retail Marijuana Store
Licensee:	WEST MADE, LLC
Doing Business As:	MARY'S GARDEN
Physical Address:	50110 Sterling Hwy Soldotna, AK 99669 - 9158
Designated Licensee:	Jonas West
Phone Number:	907-260-3401
Email Address:	alaskamarysgarden@gmail.com

☒ **New Application**

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

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

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

This application will be in front of the Marijuana Control Board at our February 20-22, 2019 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	WEST MADE, LLC

Entity Type: Limited Liability Company

Entity #: 10069191

Status: Good Standing

AK Formed Date: 9/27/2017

Duration/Expiration: Perpetual

Home State: ALASKA

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

Entity Mailing Address: 49190 TOTE ROAD, SOLDOTNA, AK 99669

Entity Physical Address: 50150 STERLING HIGHWAY, SOLDOTNA, AK 99669

Registered Agent

Agent Name: JONAS WEST

Registered Mailing Address: 49190 TOTE RD, SOLDOTNA, AK 99669

Registered Physical Address: 49190 TOTE RD, SOLDOTNA, AK 99669

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Fred West	Member	50
	Jonas West	Member	50

Filed Documents

Date Filed	Type	Filing	Certificate
9/27/2017	Creation Filing	Click to View	Click to View
10/26/2017	Initial Report	Click to View	

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State of Alaska
Division of Corporations, Business and Professional Licensing
CORPORATIONS SECTION
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ

3711703

AK Entity #: 10069191
Date Filed: 09/27/2017
State of Alaska, DCCED

DO NOT STAMP ABOVE THIS BOX

Office Use Only

CORP

RECEIVED
Juneau

SEP 27 2017

CBPL

✓ 250 (signature)

☒ \$250.00 Filing Fee

Pursuant to Alaska Statutes 10.50.075, the undersigned company applies for a Certificate of Organization and, for that purpose, submits the following articles:

Operating Agreement: An operating agreement is not required to be filed with this office; operating agreements are to be maintained by the entity. If you include your operating agreement, it will be returned without being filed for record.

ARTICLE 1: Name of the limited liability company must contain the words "limited liability company" or the abbreviation of "L.L.C" or "LLC."

West Made, LLC

ARTICLE 2: Indicate the purpose for which the company is organized (may include "any lawful") and, the 6 digit NAICS Industry Grouping Code that most clearly describes the initial activities of the company:

Purpose: Any lawful purpose - miscellaneous store retail	NAICS code:	4	5	3	9	9	8
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ARTICLE 3: Registered agent name and address (must include a physical and mailing address in Alaska):

Name: Jonas West			
Physical address: 49190 Tote Road	City: Soldotna	AK	Zip Code: 99669
Mailing address: 49190 Tote Road	City: Soldotna	AK	Zip Code: 9669

ARTICLE 4: Management.

- ☒ The limited liability company is managed by its members.
☐ The limited liability company is managed by a manager.

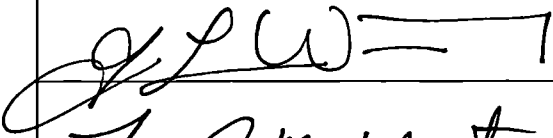
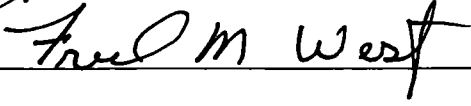
ARTICLE 5: Optional Provisions and Additional Articles

Attach additional pages for continuation of optional provisions and/or additional articles. Please indicate which article you are continuing and/or insert any desired additional provisions authorized by Alaska Statutes. Additional articles should be a continuation of the numbering as it appears on this form.



SEP 27 2017

Organizers: The printed name and signature of one or more organizer shall sign the Articles of Organization. CBPL

Signature of Organizer	Printed name of Organizer	Date
	Jonas West	9-22-17
	Fred West	9-21-17

Attach an additional sheet if necessary.

NOTE: Persons who sign documents filed with the commissioner that are known to the person to be false in material respects, is guilty of a class A misdemeanor.

Mail the Articles of Organization and the \$250.00 filing fee in U.S. dollars to:
State of Alaska Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received. To file your application online for immediate processing, visit our website at: www.commerce.alaska.gov/occ.

INITIAL REPORT: After filing your Articles of Organization, visit the Corporations Section at on our website, select Online Filing, and file the initial report for this entity.



THE STATE

of

ALASKA

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

AK Entity #: 10069191
Date Filed: 10/26/2017
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-10/26/2017 5:10:38 PM

Entity Name: WEST MADE, LLC
Entity Number: 10069191
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: JONAS WEST
Physical Address: 49190 TOTE RD, SOLDOTNA, AK 99669
Mailing Address: 49190 TOTE RD, SOLDOTNA, AK 99669

Entity Physical Address: 50150 Sterling Highway, Soldotna, AK 99669

Entity Mailing Address: 49190 Tote Road, Soldotna, AK 99669

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
Jonas West	49190 Tote Road, Soldotna, AK 99669	50	Member
Fred West	49190 Tote Road, Soldotna, AK 99669	50	Member

NAICS Code: 453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)

New NAICS Code (optional):

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

Name: Katie Elsner, Esq.

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

MARY'S GARDEN

49190 TOTE ROAD SOLDOTNA AK 99669

owned by

WEST MADE, LLC

is licensed by the department to conduct business for the period

January 05, 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 Navarre

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

WEST MADE, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective **September 27, 2017**.

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

Chris Hladick
Commissioner

**OPERATING AGREEMENT
OF
WEST MADE LLC
An Alaska Limited Liability Company**

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THIS OPERATING AGREEMENT (hereafter the "Agreement") of WEST MADE LLC, is made this 27th day of September, 2017, by and among

Fred West, 49190 Tote Road, Soldotna, AK 99669
Jonas West, 49190 Tote Road, Soldotna, AK 99669

Referred to herein individually as a "Member" and collectively as the "Members".

RECITALS

WHEREAS, the Company (as hereinafter defined) has been organized as an Alaska limited liability company by the filing of Articles of Organization with the Office of the Department of Commerce, Community, and Economic Development, Division of Corporations, Business, and Professional Licensing, Corporations Section of the State of Alaska in accordance with and pursuant to the Alaska Revised Limited Liability Company Act (Hereinafter the "Act"); and

WHEREAS, the Company and its Members desire to adopt this Operating Agreement so as to set forth the rights, duties and obligations of the Members of the Company in regards to the operation and management of the Company, and to provide for certain other matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Members agree as follows:

ARTICLE I DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Act" means the Alaska Revised Limited Liability Company Act, and any successor statute, as amended from time to time.

"Affiliate(s)" means any individual, partnership, corporation, limited liability company, trust, or other entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control of a Member. The term "control", as used in the immediately preceding sentence, means, with respect to a corporation the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the controlled corporation, and, with respect to any individual, partnership, trust or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies thereof.

"Agreement" has the meaning given that term in the introductory paragraph.

“Business Day” means any day other than a Saturday, a Sunday, or a holiday on which national banking associations are closed.

“Capital Contribution” means any contribution by a Member to the capital of the Company.

“Articles” has the meaning given that term in Section 2.01.

“Code” means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

“Company” means **West Made LLC**, an Alaska limited liability company.

“Interest Rate” means a rate per annum equal to the prime commercial interest rate publicly quoted by the Company’s primary lender or, if there is no such lender, the Company’s primary deposit banking institution from time to time as its prime commercial or similar reference interest rate.

“Involuntary Transfer” shall mean a Transfer or attempted Transfer (other than to a Permitted Transferee) occurring by virtue of the bankruptcy of any Member, or by court order or attachment.

“Membership Interest” means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations and information.

“Net Distributable Cash” means with respect to any Company accounting year shall mean the taxable income for federal income tax purposes shown on the books of the Company, increased by (i) the amount of depreciation and amortization deductions taken in computing such taxable income, (ii) any non-taxable income or receipts of the Company (excluding Capital Contributions and the proceeds of any loans to the extent used to finance capital improvements and/or replacements), and (iii) any other funds (including amounts previously set aside as reserves by the Members, where and to the extent the Members no longer regard such reserves to be reasonably necessary to the efficient conduct of the Company’s business) deemed available for distribution by the Members, reduced by (x) payments of principal of any loans or other obligations of the Company for borrowed money, excluding loans made by Members, (y) expenditures by the Company for the development of the Real Property or other property, for construction period interest and taxes which are capitalized and for capital improvements and/or replacements (except to the extent financed by Capital Contributions, loans or reserves previously set aside by the Company for such purposes), and (z) such reserves for capital improvements and/or replacements or repairs and to meet anticipated expenses as the Members shall deem to be reasonably necessary to the efficient conduct of the Company’s business.

"Percentage of Membership Interest" means as to any Member, the percentage in the Company shown opposite the name of such Member on Exhibit "A" attached hereto,

"Person" shall mean any individual, partnership, corporation, trust, or other entity.

"Property" means any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future. Real Property shall be described in Exhibit "B."

"Sharing Ratio" shall mean a Member's Units of Interest in the Company divided by the aggregate whole of all Members Units of Interest, all as set forth on Exhibit "A" and as subsequently adjusted in accordance with this Agreement.

"Substituted Member" means that Person or those Persons admitted to the Company as an additional or substitute Member(s), in accordance with Article VIII of this Agreement. A Substituted Member, upon his admission as such, shall succeed to the rights, privileges and liabilities of his predecessor in interest as a Member.

"Transfer", "Transferred" or "Transferring" means a sale, assignment, exchange, mortgage, pledge, gift, grant of a security interest or other transfer or encumbrance (including, without limitation, by operation of law), or the acts thereof.

"Unanimous Consent" means the complete and undisputed agreement of each Member, whether made in writing or otherwise.

"Units of Interest" shall mean the unit or units of Membership Interest granted to a Member, as set forth on Exhibit "A" of this Agreement, which units shall represent the Member's Membership Interest in the Company.

"Voting Rights" shall mean the number of votes that a Member has as a result of owning Units of Interest for the purpose of voting on any matter arising under this Agreement properly brought before the Members for a vote.

Other terms defined herein have the meanings so given them.

1.02 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof by their reference. The term "person" shall mean an individual, corporation, partnership, limited liability company, trust or other person or entity, as the context requires. The parties further intend that this Agreement shall be the sole source of agreement between them notwithstanding any inconsistencies between this Agreement and the Act, except to the extent this Agreement or a provision hereof is expressly prohibited by the Act.

ARTICLE II ORGANIZATION

2.01 Formation. The Company was organized as an Alaska limited liability company on September 27, 2017 by the filing of Articles of Organization (the “Articles”) with the Department of Commerce under and pursuant to the Act.

2.02 Name. The name of the Company is “**West Made LLC**” and all Company business shall be conducted in that name or such other names as the Members may select from time to time, provided such other names comply with applicable law.

2.03 Registered Office; Other Offices. The registered address of the Company shall be **49190 Tote Road, Soldotna AK 99669**. The Company may have such other offices as the Members may designate from time to time.

2.04 Business Purpose. The business of the Company shall be to (i) engage in any lawful retail activities; and (ii) carry on any and all activities incidental or related thereto as may be lawfully conducted by a limited liability company under the laws of the State of Alaska.

2.05 Term. The existence of the Company commenced on the date the Articles were filed with the Department of Commerce of the State of Alaska and shall continue until it is dissolved, divided, converted, merged into another entity, or otherwise terminated in accordance with this Agreement or the Act.

ARTICLE III MEMBERSHIP; TRANSFER OF INTERESTS

3.01 Members. The Members, their addresses, Capital Contributions, and Percentages of Membership Interest are set forth on Exhibit “A” attached hereto. Except as set forth on Exhibit “A” or in this Article III, or as may otherwise be required by law, no Member shall have any obligation to make any additional Capital Contributions to the Company.

- (a) **Representations and Warranties.** Each Member represents and warrants to the Company and to each other Member that (i) the Member has duly executed and delivered this Agreement; (ii) the Member’s execution, delivery, and performance of this Agreement does not conflict with any other agreement or arrangement to which the Member is a party or by which it is bound; and (iii) the Member has purchased, received or otherwise acquired its Membership Interest in the Company for investment purposes only and not with the expectation of resale.

3.02 Membership Certificate. Each Membership Interest in the Company may be represented by a separate membership certificate. Each such certificate shall be stamped with a legend in substantially the following form:

“The membership interest represented by this certificate has not been registered under the Securities Act of 1933 or any state securities law (the “Securities Acts”) and may not be transferred except (1) pursuant to a registration statement effective under the Securities Acts or (2) pursuant to and after delivery to the Members of WEST MADE LLC (the “Company”) of an opinion of counsel reasonably satisfactory to the Members of the Company as to compliance with an exemption from the registration requirements of the Securities Acts.

The sale, transferability, right to pledge, hypothecate, assign or alienate this certificate and the membership interest represented hereby is restricted and controlled by the Company’s Operating Agreement dated January 14, 2016 and shall not be transferred upon the books of the Company unless there has been full and complete compliance therewith.”

3.03 General Restriction on the Transfer of an Interest.

(a) A Member may not transfer all or any part of his Membership Interest, or pledge, grant a security interest in, or otherwise encumber his Membership Interest unless all Members consent in writing. In addition, no assignment, transfer, sale, exchange or other disposition of the Membership Interest of a Member shall be made if such disposition would, in the opinion of the Members (i) cause the Company to be terminated for federal income tax purposes or to be treated as an association taxable as a corporation (rather than a limited liability company) for federal income tax purposes; (ii) violate the provisions of any federal or state securities laws; or (iii) violate the terms of (or result in a default or acceleration under) any law, rule, regulation, agreement or commitment binding on the Company.

(b) Notwithstanding the foregoing restrictions, a Member may assign all or any portion of his Membership Interest without the consent of the other Members to members of his “Family” during lifetime or at death. The term “Family” shall mean the spouse, children, and grandchildren of a Member, or any family partnership, trust, limited liability company or corporation composed solely of or owned beneficially by any of the foregoing individuals.

(c) A permitted assignee under this Section 3.03 shall only receive an Economic Interest in the Company and shall not be admitted as a Substituted Member unless all of the requirements of Section 3.05 hereof have been satisfied.

3.04 Right of First Refusal.

(a) A Member (the “selling Member”) may not sell or assign such Member’s Membership Interest without first offering to sell or assign all, and not less than all, of such Member’s Membership Interest to all of the other Members. The selling Member shall notify all Members in writing of his intent to sell or assign such Member’s interest and the price and terms thereof. Thereafter, all Members or any of them shall have thirty (30) days from the date of receipt of such notice to notify the selling Member of their desire to purchase such Membership Interest at the price and on the terms and conditions set forth in the Member’s offer. If more than one Member accepts such offer, the Membership Interest shall be apportioned among the Members so accepting in proportion to their respective Percentage of Membership Interests in the Company or in such other proportion upon which they mutually agree. Settlement of any sale to the Members under this Section 3.04(a) shall be made by the selling Member and the

applicable purchasing Members within (i) thirty (30) days after notice of desire to purchase or (ii) the time, if any, provided in the Member's offer, whichever is later.

(b) In the event none of the other Members notify the selling Member in writing that they intend to exercise their right to purchase such interest, the selling Member shall be free to seek a "bona fide offer" (as hereinafter defined) to purchase such Membership Interest from third parties. Upon receipt of a bona fide offer to purchase on terms more favorable or at a price lower than offered to the other Members, the selling Member shall offer in writing to sell and assign such Membership Interest to the other Members upon the terms and conditions set forth in the bona fide offer, with a complete copy of the bona fide offer attached. The other Members or any of them shall have fifteen (15) days from receipt of written notice of such bona fide offer within which to notify the selling Member of their intent to exercise their right of first refusal to purchase such Membership Interest upon the terms and conditions of the offer. If more than one Member accepts such offer, the Membership Interest shall be apportioned among the Members so accepting according to Section 3.04 (a) hereof. For purposes of this Section 3.04 (b), the term "bona fide offer" shall mean and constitute an offer in writing from an outside purchaser (i.e., a person who is not directly or indirectly related to or affiliated with the selling Member and who is financially capable of carrying out the terms of the offer) which (i) sets forth all relevant terms and conditions of the purchase, (ii) is to be accompanied by a good faith deposit equal to five percent (5%) of the proposed consideration to be paid for the Membership Interest, (iii) is in a form legally enforceable against the outside purchaser, and (iv) the consideration to be paid for the Membership Interest must be cash only, payable at settlement or on a deferred basis. Settlement of any sale to the other Members under this Section 3.04 (b) shall be made by the selling Member in accordance with those terms provided in Section 3.04 (a).

(c) In the event no Member exercises the right to purchase under Section 3.04(b) within the fifteen (15) day period, the selling Member may sell and assign such Membership Interest to the prospective purchaser but only in accordance with the terms of the bona fide offer. The prospective purchaser shall only receive an Economic Interest in the Company and shall not be admitted as a Substituted Member unless all of the requirements of Section 3.05 hereof have been satisfied.

3.05 Substituted Member

(a) An assignee or successor to all or any portion of a Membership Interest of a Member shall become a Substituted Member in place of his assignor only upon satisfaction of the following conditions:

(i) Except as otherwise provided in Section 3.05(d) below, all of the nonassigning Members consent to the admission of the assignee as a Substituted Member;

(ii) The assignor and assignee file a Notice or other evidence of transfer and such other information reasonably required by each of the Members, including, without limitation, names, social security numbers or employer identification numbers, addresses and telephone numbers of the assignor and assignee;

(iii) The assignee agrees to be bound by the terms and conditions of the Articles and this Agreement and executes such other documents as may be reasonably requested by the Members including without limitation, all documents necessary to comply with applicable tax and/or securities rules and regulations; and

(iv) The assignor or assignee pays all costs and fees incurred or charged by the Company to effect the transfer and substitution, including without limitation counsel fees in connection with any opinion the Members may determine to be prudent to obtain in connection with such transfer and substitution.

(b) If an assignee of a Member does not become a Substituted Member pursuant to this Section 3.05 the assignee shall not have any rights to require any information on account of the Company's business, to inspect the Company's books, to participate in the management or operation of the Company, or to vote or otherwise take part in the affairs of the Company.

(c) Unless named in this Agreement, or unless admitted to the Company as above provided in this Article III, no Person shall be considered a Member, and the Company, each Member, and any other Persons having business with the Company need deal only with Members so named or so admitted and shall not be required to deal with any other Person by reason of an assignment by a Member or by reason of the death of a Member, except as otherwise provided in this Agreement. In the absence of substitution of a Member for an assigning or deceased Member, any payment to a Member or to the successors, assigns, executors, administrators or personal representatives of a Member shall acquit the Company of all liability to any other Persons who may be interested in such payment by reason of an assignment by such Member, by reason of the dissolution or death of such Member, or otherwise

(d) Notwithstanding anything to the contrary in this Agreement, (i) the assignees of a Member as a result of such Member's death or total disability shall automatically become Substituted Members of the Company; and (ii) a Member of the Company and/or all assignees falling within the definition of his Family who are admitted as a Substituted Member under this Section 3.05 shall, in the aggregate, be entitled to only one (1) vote on all Company matters

3.06 Rights of Assignee of Economic Interest.

(a) An assignee of an Economic Interest shall be entitled to receive, to the extent assigned, only distributions to which the assignor otherwise would be entitled while such assignment remains in effect. Such assignee, however, will be responsible for all obligations, including, without limitation, the obligation to make additional Capital Contributions upon a call pursuant to Section 4.02 herein. An assignee of an Economic Interest shall not be entitled to participate in the management or affairs of the Company or to be admitted as a Member or exercise any rights of a Member unless admitted as a Substitute Member pursuant to Section 3.05 hereof.

(b) Except as otherwise expressly provided in this Article III or by applicable law, no assignment of an Economic Interest shall be effective for any purpose nor shall the Company be obligated in any manner to an assignee of an interest until the Company has received notice of such assignment.

(c) Whether or not admitted as a Substitute Member, each assignee of an Economic Interest shall be fully bound by all limitations set forth in this Article III with respect to any further assignment.

3.07 Resignation of Member. A Member may resign upon not less than six (6) months prior written notice to each Member at his address on the books of the Company. Except as otherwise provided in this Article III, upon resignation, any resigning Member is entitled to receive any distribution to which he is entitled under this Agreement. If not otherwise provided in this Agreement, a resigning Member shall also be entitled to receive within reasonable time after resignation the fair value of his Membership Interest as of the date of resignation.

ARTICLE IV MEMBER LOANS; CAPITAL CONTRIBUTIONS

4.01 Loans and Advances.

(a) In the event that at any time the Company must raise required additional funds in excess of Capital Contributions, then the Members, acting for and on behalf of and in the name of the Company, may cause the Company to borrow such required additional funds, at then prevailing interest rates, from commercial banks, savings and loan associations and/or other lending institutions.

(b) In the event the Company is unable to borrow such required additional funds, one or more of the Members may elect to loan such funds to the Company. Any such loan by a Member shall not increase such Member's Capital Contribution and shall not entitle such Member to any increase in its share of the distributions of the Company. The amount of any such loan shall be an obligation of the Company and shall bear interest at the Prime Rate, and the principal balance of such loan shall be repaid to such Member out of Net Distributable Cash in accordance with the provisions of Section 5.03 hereof.

4.02 Additional Capital Contributions.

(a) In the event that at any time funds in excess of (i) Capital Contributions made by the Members, (ii) available loan proceeds from lending institutions, (iii) loans from Members, and (iv) other receipts of the Company, are required to pay all or any part of the operating costs, obligations, liabilities or expenditures of the Company or to pay all or any part of the interest and principal due under any loan made to or for the benefit of the Company, then upon Unanimous Consent of the Members, each Member shall contribute to the capital of the Company his proportionate share of such required additional funds. Each Member's share of such required additional funds shall be in accordance with and pro rata in proportion to such Member's Percentage of Membership Interest in the Company.

(b) (i) The failure by any Member to make any additional capital contribution within fifteen (15) days after demand therefor has been given by the Company shall constitute an event of default by such Member under this Agreement. In case of a default by a Member, the nondefaulting Members shall each make an additional capital contribution to the Company in an amount computed as follows: (a) the proportion that a nondefaulting Member's Percentage of Membership Interest bears to the Percentage of Membership Interest of all nondefaulting Members, (b) multiplied by the amount of money that the defaulting Member failed to contribute.

(ii) After an event of default and payment by the nondefaulting Members as set forth above, the defaulting Member shall repay to the nondefaulting Members the amounts advanced on such Member's behalf, together with interest thereon at the Prime Rate plus three percent (3%) per annum. Repayment of such advances shall constitute the personal obligation of the defaulting Member and, if not sooner paid, shall be repaid from the amount of any payment otherwise available to be made to the defaulting Member from Net Distributable Cash or from any other distribution which would otherwise be made to the defaulting Member under the provisions of this Agreement, until all such amounts so advanced, with interest thereon at the rate set forth above, shall have been repaid in full. It is the intention of the Members that the Membership Interest of a defaulting Member shall serve as collateral to the nondefaulting Members for satisfaction by a defaulting Member of his obligations to the nondefaulting Members hereunder, and the nondefaulting Members shall be entitled to bring an action in law or in equity as a creditor of the defaulting Member to collect all amounts to which the nondefaulting Members are entitled hereunder, plus all costs and expenses of maintaining such suit, including, without limitation, reasonable attorney's fees.

4.03 Member Intent. With respect to Section 4.01 and 4.02 hereof, the Members acknowledge and agree as follows:

(a) To the extent that the Company must raise required additional funds for any reason, it is the Members' intent that such funds should generally be raised by borrowing funds in the following order of priority: (i) loans from financial institutions, and (ii) loans from Members, rather than from additional Capital Contributions, unless the Members elect to raise such funds under the other applicable provisions of Section 4.01 and 4.02.

(b) The interest rate of the Prime Rate plus three percent (3%) is a commercially reasonable rate of interest for all purposes of this Article IV.

(c) Interest on any loan between the Company and any Member and made pursuant to Section 4.02 shall be compounded semi-annually.

(d) The provisions of this Article IV are not intended to be for the benefit of any creditor or other person (other than the Members in their capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has a claim against) the Company or the Members, and no such creditor or other person shall obtain any rights under any of such provisions or shall by reason of any such provisions make any claim in respect to any debt, liability or obligation (or otherwise) against the Company or the Members.

4.04 No Increase of Percentage of Membership Interest. Except as otherwise provided in this Agreement, no loan or loans made by any Member to the Company shall increase or decrease any such Member's Percentage of Membership Interest.

4.05 Capital Accounts. The Company shall establish and maintain a separate Capital Account for each Member in accordance with Exhibit "C" attached hereto and incorporated herein by reference.

4.06 Return of Capital Account. Except as otherwise specifically provided in this Agreement, (i) no Member shall have any right to withdraw or reduce his Capital Contributions, or to demand and receive property other than cash from the Company in return for such Member's Capital Contribution, (ii) no Member shall have any priority over any other Members as to the return of their Capital Contributions, and (iii) any return of Capital Contributions or Capital Accounts to the Members shall be solely from the Company Assets, and no Member shall be personally liable for any such return.

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS

5.01 Limited Liability. Except as expressly provided in this Agreement, no Member (in his capacity as a Member) shall be personally liable for losses, costs, expenses, liabilities or obligations of the Company in excess of such Member's Capital Contribution required under Article IV hereof. The foregoing shall not affect any liability which a Member may incur if such Member undertakes additional obligations to the Company, to the Members or to third parties in a capacity other than as a Member.

5.02 Allocations of Profits and Losses. The allocation of profits and losses of the Company to the Members shall be made in accordance with the provisions of Exhibit "C" attached hereto.

5.03 Distributions.

(a) **Net Distributable Cash.** At the end of each Company accounting year (or more frequently if the Members so determine), the Members shall determine the amount of Net Distributable Cash available for distribution, if any, and shall distribute Net Distributable Cash in the following order of priority:

(i) In payment of loans of the Company owing to the Members. If more than one Member has loaned funds to the Company, the repayment of such loans by the Company out of Net Distributable Cash shall be made on a *pari passu* basis (i.e. proportionally) to the Members in the proportion that the then principal and interest balance of a Member's loan bears to the then principal and interest balance of all Member loans.

(ii) In payment to all Members in accordance with and pro rata in proportion to their respective Percentage of Membership Interests in the Company.

(b) Notwithstanding the provisions of Section 5.03(a) hereof, in the event Net Distributable Cash shall result from the dissolution or liquidation of the Company, any such Net Distributable Cash shall be distributed to the Members in the following order of priority:

(i) In payment of loans of the Company owing to the Members. If more than one Member has loaned funds to the Company, the repayment of such loans by the Company out of Net Distributable Cash shall be made on a *pari passu* basis (i.e. proportionally) to the Members in the proportion that the then principal and interest balance of a Member's loan bears to the then principal and interest balance of all Member loans.

(ii) In payment to all Members in accordance with and pro rata in proportion to their respective Capital Account balances in the Company.

- (c) Each partner shall be entitled to reimbursement for the reasonable and necessary expenses incurred by the partner on behalf of the partnership. In order to receive reimbursement, a partner must submit a written itemized report of all expenses for which reimbursement is sought, submit the expense reports to the other partners and enter the expense report with partnership books and records.

5.04 Restrictions on Distribution.

(a) No distribution may be made by the Company if after giving effect to the distribution: (i) the Company would not be able to pay its debts as they became due in the usual course of business, or (ii) the Company's total assets would be less than the sum of its total liabilities plus, unless this Agreement provides otherwise, the amount that would be needed if the Company were to be dissolved at the time of the distribution to satisfy the preferential rights upon dissolution of Members, whose preferential rights are superior to the rights of Members receiving the distribution.

(b) The Company may base a determination that a distribution is not prohibited under this Section 5.04(A) either on: (i) financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances or (ii) a fair evaluation or other method that is reasonable in the circumstances.

(c) The effect of a distribution under this Section 5.04(A) is measured as of (i) the date the distribution is authorized if the payment occurs within one hundred twenty (120) days after the date of authorization or (ii) the date the payment is made if it occurs more than one hundred twenty (120) days after the date of authorization.

5.05 Liability for Distribution. At the time a Member becomes entitled to a distribution such Member has the status of and is entitled to all remedies available to a creditor of the Company with respect to the distribution.

ARTICLE VI MANAGEMENT

6.01 Management By Members

(a) Subject to and limited to the provisions of this Agreement, including but not limited to Section 6.03, the Members (i) shall have the authority, discretion, obligation and responsibility to manage and control the affairs of the Company to the best of their ability, (ii) shall use their reasonable best efforts to carry out the business of the Company, and (iii) shall oversee the day-to-day affairs of the Company and shall make all decisions and take all actions with respect thereto.

(b) Subject to Section 6.03, Unanimous Consent of the Members shall be required prior to any action by any Member or agent with respect to all decisions affecting the business of the Company, including, but not limited to, the following: (i) amendment, modification, termination or waiver of rights under this Agreement; (ii) executing a recourse or a confessed judgment promissory note or otherwise confessing a judgment against the Company in

connection with any threatened or pending legal action; (iii) admitting any other person as a Member; or (iv) commencement of any litigation or arbitration proceedings involving the Company and settlement of any such proceedings. In the event that any Member shall fail to respond within ten (10) days to a request for such consent, such Member shall conclusively be deemed to have acquiesced to the proposed action.

(c) Subject to the Unanimous Consent requirement set forth in Section 6.01 (b), either of the Members may execute, for and on behalf of the Company, deeds absolute, mortgages, (including, without limitation, deeds of trust, financing statements, chattel mortgages, pledges, conditional sales contracts, and similar security instruments), leases, contracts, dedications of or easements on all or any part of the Real Property, promissory notes, or other legal documents, all of which instruments when so executed by either of the Members shall be valid and binding upon the Company without any liability or obligation on the part of any purchaser, lender, title company or other third party to see the application of any money or property paid or delivered or the authority of the signatory Members to so act.

6.02 Authority to Bind the Company. Except as otherwise provided by this Agreement or by Unanimous Consent of the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by Unanimous Consent of the Members to act as agent of the Company in accordance with the previous

6.03 Limitations on Authority. No Member shall have any authority to perform (i) any act in violation of any applicable law or regulation thereunder, (ii) any act in contravention of this Agreement or failing to do any act required by this Agreement, (iii) any act which would make it impossible to carry on the ordinary business of the Company, or (iv) any act without any consent or ratification which is required to be consented to or ratified by the Members pursuant to any provisions of this Agreement.

6.04 No Compensation; Reimbursement for Expenses. No Member shall be paid any direct salary or other compensation for managing or supervising the affairs of the Company unless the salary has been approved in writing by a Majority of the Members. Except as otherwise set forth in this Agreement, the Members shall be fully and entirely reimbursed by the Company for any and all direct and indirect costs and expenses incurred in connection with the formation of the Company, the operation of the Real Property and the management and supervision of the Company's business. With respect to any such reimbursement, such Member shall present the Company with such invoices as are necessary to substantiate such costs and expenses.

6.05 Liability for Acts and Omissions.

(a) The Members shall not be liable, responsible or accountable in damages or otherwise to the Company or any of the other Members for any act or omission performed or omitted in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority granted by this Agreement and in the best interests of the Company, but shall be so liable, responsible or accountable for fraud, gross negligence,

intentional misconduct or any breach of their fiduciary duty with respect to such acts or omissions.

(b) The Company shall indemnify the Members (to the extent of available assets, but without the requirement that any Member make additional Capital Contributions for this purpose) against any loss or damage incurred by the Members by reason of any act or omission performed or omitted by them (or their employees or agents) in good faith on behalf of the Company and in a manner reasonably believed by the Members to be within the scope of the authority granted to them by this Agreement and in the best interests of the Company (but not, in any event, any loss or damage incurred by reason of fraud, gross negligence, intentional misconduct or breach of the Members' fiduciary duty with respect to such act or omission).

6.06 Indemnification of Employees and Agents. The Company, by adoption of a resolution consented to by the Members, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Members under this Agreement.

6.07 Cross Indemnification Rights Among Members.

(a) To the extent that any Member (the "Member Guarantor") expressly undertakes individual, joint and several liability for any debt, liability or other obligation of the Company (a "Guaranteed Obligation") the Members agree to assume and undertake liability for such guaranteed obligation in the same proportions that the Percentage of Membership Interest owned by each Member bears to the total Percentage of Membership Interests owned by all Members (a Member's "Proportionate Share").

(b) The following contribution rights shall govern among the Members with respect to any amounts incurred or paid by or collected from a Member Guarantor or other value given by or recovered from a Member Guarantor but only to the extent incurred, paid, collected, given or recovered in accordance with and as required by the terms of the Guaranteed Obligation regardless of whether the aggregate of all such amounts or value results in full satisfaction or discharge of the Guaranteed Obligation. (i) Each Member (in any applicable circumstances the "Indemnitor") shall indemnify, save and hold harmless each Member Guarantor (the "Indemnatee") from and against (and will pay when and as due and payable but in any event upon demand made) all liabilities, debts, claims, demands, judgments or other obligations paid, incurred, threatened or collected from the Indemnatee in excess of the Indemnatee's Proportionate Share of such liabilities, debts, claims, demands, judgments or other obligations. (ii) It is the purpose and intent of this Section 6.07 that each Member bear whatever sums or other value are paid or incurred by or collected from any Member Guarantor in the aggregate incidental to the Guaranteed Obligation in proportion to such Member's respective Proportionate Share regardless of whether the amount paid or incurred by or collected from any Indemnatee is discharged as against the Indemnitor as a result.

(c) An Indemnatee shall be entitled to recover from Indemnitor all legal costs or expenses, including attorneys' fees incurred by him to enforce such Member's rights hereunder, or to collect any sums due from Indemnitor hereunder.

(d) The rights and obligations set forth in this Section 6.07 may be varied with the express written agreement of the Member Guarantors with respect to any Guaranteed Obligation. Absent such written agreement, the terms of this Section 6.07 shall govern.

ARTICLE VII ACCOUNTING AND REPORTS

7.01 Books and Records. The Members shall maintain at the office of the Company full and accurate books of the Company showing all receipts and expenditures, assets and liabilities, profits and losses, names and current addresses of Members, and all other records necessary for recording the Company's business and affairs. All Members and their duly authorized representatives shall have the right to inspect and copy any or all of the Company's books and records, including books and records necessary to enable a Member to defend any tax audit or related proceeding, during reasonable hours upon three (3) business days notice to the other Members, and shall have, on demand, true and full information of all matters affecting the Company.

7.02 Annual Audit and Tax Matters.

(a) The books and records of the Company shall be kept on the accrual basis or such other accounting method selected by the Members. The accounts of the Company shall be audited or reviewed by the Company's accountants at such time that the Members may deem it necessary or desirable. Any Member shall further have the right at any time to a private audit of the books and records of the Company, provided the audit is made at the expense of the Member desiring it and is made at a reasonable time after due notice.

(b) Jonas West, or such other Member as he shall designate in writing, is hereby designated as the Member over tax matters for purposes of Section 6231 of the Code and she shall prepare or cause to be prepared, all tax returns required of the Company at the Company's expense.

7.03 Reports and Notices.

(a) The Members shall each be provided with the following reports no later than the dates indicated or as soon thereafter as circumstances permit: (i) by March 31 of each calendar year, a complete copy of IRS Form 1065 and all Schedule K-1s attached thereto, or similar forms as may be required by the IRS, stating each Member's allocable share of income, gain, loss, deduction or credit for the prior Fiscal Year; and (ii) to the extent authorized to be prepared by the Members, by May 31 of each calendar year, a balance sheet and the related statements of income, cash flow, Members' capital and changes in financial position.

(b) The Members shall also be given prompt notice of any and all notices received from the Internal Revenue Service concerning the Company, including, without limitation, any notice of audit, any notice of action with respect to a revenue agent's report, any notice of a 30-day appeal letter and any notice of a deficiency in tax concerning the Company's federal income tax return and will furnish each Member with status reports regarding any negotiation between the Internal Revenue Service and the Company.

7.04 Company Funds. The Members shall have total fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in their direct or indirect possession or control. The funds of the Company shall not be commingled with the funds of any other Person, and no Member shall employ such funds in any manner except for the benefit of the Company. All funds of the Company not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Members shall determine, and withdrawals shall be made only in the regular course of Company business by the Members.

ARTICLE VIII RESTRICTIVE COVENANTS

8.01 Confidential Information. As used this Article IX, “*Confidential Information*” shall mean any non-public and confidential information from or about the Company and any subsidiary of the Company, or the business of the Company including, but not limited to financial, sales, operations and marketing information, product and service information, technical information, contracts, personnel data, customer lists and information regarding current or prospective customers, vendor lists and information regarding current or prospective vendors, business plans, know-how, and any other information disclosed by the Company or any of its Members, Managers, officers, employees, contractors, agents, or representatives, to the Restricted Party (as that term is hereinafter defined), regardless of whether such information is reduced to writing and irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, or other material prepared by any party containing, or based in whole or in part on, any Confidential Information. “*Confidential Information*” shall also include the fact that such non-public and confidential information has been disclosed by the Company or received by the Restricted Party. Failure of the Company to identify or mark any information disclosed to any Restricted Party as “confidential,” “proprietary,” “secret,” or with other words of similar import shall not result in such information being deemed not “*Confidential Information*” for purposes of this Agreement.

Notwithstanding the foregoing, “*Confidential Information*” shall not include information that: (a) is or becomes part of the public domain other than through a breach of the restrictive covenants of this Article; (b) the Restricted Party can demonstrate was lawfully in his possession at the time of its disclosure; or (c) is required to be disclosed by law or legal process (provided that, prior to any such disclosure, Restricted Party complies with the requests of Section 9.11 hereof).

8.02 Restricted Party. For purposes of this Article, the term “*Restricted Party*” shall mean any Member of the Company and their Affiliates, successors, assigns, agents, and/or representatives.

8.03 Non-Disclosure and Use. The Restricted Party shall maintain all Confidential Information disclosed to him or her by the Company or any other party, in strict confidence, and shall use such Confidential Information only in furtherance of the business of the Company. The Restricted Party shall use the same degree of care to avoid unauthorized disclosure and

unauthorized use of such Confidential Information as he or she employs with respect to his or her own confidential information, but in no event less than reasonable care.

8.04 Ownership; No License. All Confidential Information, including all tangible manifestations of Confidential Information and all copies and reproductions thereof, shall remain solely the property of the Company and shall be returned upon demand, and, in any event, immediately upon the Restricted Party's ceasing to be a Member of the Company. The Restricted Party shall not, by virtue of this Agreement or the provision of Confidential Information, acquire any right or license, express or implied, with respect to any patent, copyright, trademark, discovery or improvement, or any application therefore, of the Company. All materials containing or incorporating Confidential Information into analyses, compilations, comparisons, studies or other documents prepared by the Restricted Party or his representatives shall constitute Confidential Information and shall be the sole property of the Company.

8.05 Severability. The covenants, provisions and sections of this Article and this Agreement are severable, and in the event that any portion of this Article or this Agreement is held to be unlawful or unenforceable, the same will not affect any other portion of this Agreement, and the remaining terms and conditions or portions thereof will remain in full force and effect. The provisions of this Article will be construed in such case as if such unlawful or unenforceable portion had never been contained in this Article or this Agreement, in order to effectuate the intentions of the parties in executing this Agreement.

8.06 Compliance with Legal Process. In the event that the Restricted Party or any of his representatives become legally compelled to disclose any Confidential Information, such Restricted Party shall promptly notify the Company in writing of such compelled disclosure prior to such disclosure so that the Company may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Article. The Restricted Party agrees to cooperate with and assist the Company in connection with any such proceedings. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the provisions of this Agreement, the Restricted Party and his representatives shall furnish only that portion of the Confidential Information that it is legally required to disclose, and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

ARTICLE IX TAXES

9.01 Tax Returns. The Members shall cause to be prepared and filed all federal and state income tax returns for the Company, including making the elections described in Section 10.02. Each Member shall furnish all pertinent information in its possession relating to Company operations, if any, which is necessary to enable the Company's income tax returns to be prepared and filed.

9.02 Tax Elections. To the extent permitted by applicable tax law, the Company shall make the following elections on the appropriate tax returns:

- (a) to adopt such tax year as the Member-Managers may select;

(b) to adopt such accounting method as the Member-Managers may select and to keep the Company's books and records in accordance with such method;

(c) to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company as the Member-Managers may select so long as such election is permitted by the Code, and

(d) any other election, including whether to elect to have the Company treated as a S-Corporation, the Members may deem appropriate and in the best interests of the Members.

ARTICLE X DISSOLUTION, LIQUIDATION, AND TERMINATION

10.01 Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following:

(a) the vote of a majority of the Members;

(b) the expiration of the period, if any, fixed for the duration of the Company in this Agreement or the Articles; or

(c) entry of a decree of judicial dissolution of the Company pursuant to the Act.

10.02 Liquidation and Termination. On dissolution of the Company, one or both Members shall act as liquidator or may appoint one or more other persons as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties and assets with all of the power and authority of a Member-Manager. The steps to be accomplished by the liquidator are as follows:

(a) as promptly as possible after final liquidation, the liquidator shall cause a proper accounting of the Company's assets, liabilities, and operations through the last day of the calendar month in which the final liquidation is completed to be performed by a certified public accounting firm of the liquidator's choosing;

(b) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation and any advances described in Section 4.05) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator

may reasonably determine), all in accordance with such provisions of the Act as may be applicable; and

(c) all remaining assets of the Company shall be distributed to the Members in proportion to their Sharing Ratios.

10.03 Certificate of Dissolution. On completion of the distribution of Company assets as provided herein, one or both Member-Managers (or such other person or persons as the Act may require or permit) may file a Certificate of Dissolution with the Department of Commerce, Corporations Section, State of Alaska, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary, to terminate the Company.

ARTICLE XI GENERAL PROVISIONS

11.01 Right of Offset. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

11.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission with proof of receipt; and a notice, request, or consent given under this Agreement is effective on receipt by the person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit "A", or such other address as that Member may specify by notice to the other Members, or to such other address as may be required in this Agreement. Any notice, request, or consent to the Company must be given to the Company at 10672 Kenai Spur Hwy, Kenai, AK 99611, or such other address as the Company may direct from time to time. Whenever any notice is required to be given by law, the Articles or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.03 Entire Agreement; Supersedure. This Agreement constitutes the entire agreement of the Members and their Affiliates relating to the operation of the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

11.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare

any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

11.05 Amendment or Modification. This Agreement may be amended or modified from time to time only by written agreement adopted by a majority vote of the Members; provided, however, that (a) an amendment or modification reducing a Member's Voting Rights (other than to reflect changes otherwise provided by this Agreement) is effective only with that Member's consent; (b) an amendment or modification reducing the required Voting Rights or other measure for any consent or vote in this Agreement is effective only with the consent or vote of all of the Members having the applicable Voting Rights or other measure theretofore required; and (c) an amendment or modification to all or any part of Articles III, VI, VII and VIII is effective only with the unanimous consent or vote of all of the Members.

11.06 Binding Act. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement is binding on and inures to the benefit of the Members and their respective heirs, executors, personal representatives, successors, and permitted assigns.

11.07 Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALASKA EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT WOULD REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

11.08 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

11.09 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

11.10 No Third Party Benefit. The provisions hereof are solely for the benefit of the Company and its Members and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the Company or any other person.

11.11 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company.

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

**WEST MADE LLC
OPERATING AGREEMENT
EXHIBIT "A"**

MEMBER INFORMATION

<u>Member Name and Address</u>	<u>Capital Contribution</u>	<u>Units of Interest Percent</u>	<u>Voting</u>
Fred West 49190 Tote Road, Soldotna, AK 99669	\$25,000 In contribution and services	50.0	50%
Jonas West 49190 Tote Road Soldotna, AK 99669	\$25,000 In contribution and services	50.0	50%

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

Company:

WEST MADE, LLC

By: Fred West
Fred West, Member

By: Jonas West
Jonas West, Member

Members:

ALL SIGNATURES NEED WITNESSED

Fred West
Fred West

Whitney
Witness

Jonas West
Jonas West

Whitney
Witness



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 WEST MADE LLC		AK Business License # (17204) 1064632	
	Business/Corporate Mailing Address 49190 TOTE Rd.		City SOLDOTNA	State AK
	Business/Corporate Phone 907-260-3401		Email ALASKA MARYS GARDEN @G mail.com	
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party JONAS L WEST FRED M WEST		Fax 907-260-3402	
	Type of Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other:			
Establishment Information	Establishment Name MARYS GARDEN		Physical Location 50110 STERLING HWY	
	Establishment Mailing Address 49190 TOTE Rd		City SOLDOTNA	State AK
	Establishment Phone 907-260-3401		Fax 907-260-3401	Contact Person FRED M WEST
	Establishment Physical Address 50110 STERLING HWY		City SOLDOTNA	State AK
			Zip 99669	Zip 99669

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
☐ 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: _____

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APR 18 2018
ADEC
Kenai Area Office

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?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If you have an agreement with another business to use their restrooms, please attach written verification.</i>		
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If you have a kiosk, is it located outside of a building?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Will you have a service provide water or remove wastewater?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.</i>		
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 checked="" 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 checked="" 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	Ø
	<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 checked="" 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 checked="" 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 checked="" type="checkbox"/> No
b.	Provide names of suppliers where you will be purchasing your product:		
c.	Will <u>all</u> of your product be prepackaged?	<input checked="" 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 checked="" 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 checked="" type="checkbox"/> No
SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card			
a.	Have you attached a copy of a <u>Food Manager's Certification</u> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
	<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>		
b.	Does everyone who works or will work at the food establishment have a <u>Food Worker Card</u> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
	<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>		
<i>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.</i>			
Applicant's Signature <u>Fred M West</u>		Date <u>4-17-18</u>	
Applicant's Printed Name <u>Fred M West</u>		Title <u>4-17-18</u>	



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:	West Made, LLC	License Number:	17204
License Type:	Marijuana Retail Store		
Doing Business As:	Mary's Garden		
Premises Address:	50110 Sterling Hwy		
City:	Soldotna	State:	AK
		ZIP:	99669-9158

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Fred West
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐ ☒

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

--



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 - Certifications

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

Initials

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

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

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

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:

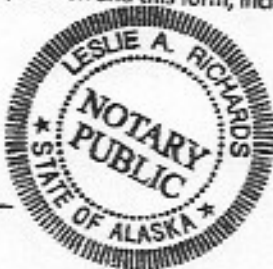
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



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.

Fred M West
Signature of licensee



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

FRED M WEST
Printed name of licensee

My commission expires: 9/24/21

Subscribed and sworn to before me this 16th day of March, 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:	West Made, LLC	License Number:	17204		
License Type:	Marijuana Retail Store				
Doing Business As:	Mary's Garden				
Premises Address:	50110 Sterling Hwy				
City:	Soldotna	State:	AK	ZIP:	99669-9158

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jonas West
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐☒

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Section 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.

SW

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

SW

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

SW

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.

SW

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.

SW

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.

SW

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).

SW

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

SW

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.

SW

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.

SW

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.

SW



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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.



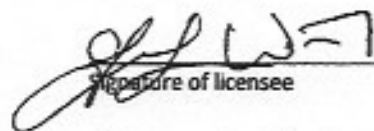
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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

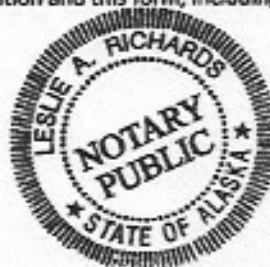


All marijuana establishment license applicants:

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

James West
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 9/24/21

Subscribed and sworn to before me this 16th day of March, 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:	West Made, LLC	MJ License #:	17204		
License Type:	Retail Marijuana Store				
Doing Business As:	Mary's Garden				
Premises Address:	50110 Sterling Hwy				
City:	Soldotna	State:	Alaska	ZIP:	99669-9158

Mailing Address:	49190 Tote Rd				
City:	Soldotna	State:	Alaska	ZIP:	99669-9158

Designated Licensee:	Jonas West				
Main Phone:	907 436 2763	Cell Phone:			
Email:	alaskamarysgarden@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

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

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

At the entrance of the building, there will be a sign that states: "No-one under 21 years of age allowed." Staff member will verify and validate IDs for guest and visitors. Once the individual has satisfied ID requirements they will be allowed to enter the sales floor and approach the salescounter. Our intake employee will communicate with the budtender or manager on duty that a guest is entering to ensure that guest are escorted through the process. The budtender will also verify ID before transaction is complete. Employees will be trained on how to verify identification and what type of identification is acceptable every 90 days, or before any anticipated high traffic due to holiday or season.

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:

Our facility will have a main entrance. A staff member will verify and validate ID's for guests and visitors. Once the individual has satisfied the ID requirements they will be allowed to approach the "Sales Counter". The "Restricted Access Areas" will be locked and secured to prevent the public from approaching the areas. Our intake employee will communicate with the budtender that a guest is entering to ensure that all guests are escorted through the entire process. All doors will have a commercial grade lock. These doors will be locked at all times. Every employee will sign a key log and be issued a numbered key. If an employee discontinues their employment with the company, their key must be turned in and logged by a manager. If a key is lost, it will be the company policy to rekey all the locks in the building.

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

As per AAC 306.710 all visitors will be required to provide identification to verify they are 21 or older. This ID will be logged, time-stamped, and the reason for the visit will be recorded. All visitors will be issued a numbered visitors badge and escorted by a licensee, employee, or agent of the company. All visitors will be limited to no more than 5 people per company agent.

**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:

Visitor	Visitor	Visitor
#101	#201	#301
Contractor	Vendor	Guest
Mary's Garden	Mary's Garden	Mary's Garden
(Color Blue)	(Color Yellow)	(Color Green)

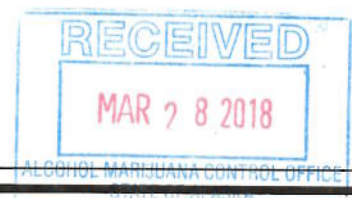
All badges will be number in increments of 5 and color coded.
For example
#101, #102, #103, #104, #105
#201, #202, #203, #204, #205
#301, #302, #303, #304, #305

Licensee	Bud-Tender	Manager
Jonas West	Name	Name
Permit Number	Permit Number	Permit Number
(Picture)	(Picture)	(Picture)
Mary's Garden	Mary's Garden	Mary's Garden
(Color Red)	(Color Purple)	(Color White)

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

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

Exterior lighting will be placed in compliance with AAC 306.715. This lightning will be placed along the front, side, and back of building and will illuminate up to, but no less than, 20 feet from the building area. All doors to building will also be lit for security purposes. All surveillance cameras will be adequate for all lighting conditions. Lights will be turned on from dusk until dawn everyday.





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:

Our alarm system will be installed and maintained by Computer Renaissance (907)420-0483. The system will include a 16-32 channel DVR, 11 1080P network cameras, 1 1500VA 900W UPS battery backup, motion detectors, window and door sensors, and panic buttons placed in inconspicuous areas. We will have sensors on our exterior doors and sensors on our windows. Once entering the building an employee, agent, or owner with the code to the alarm will have 30 seconds to place their personal registered code in the key pad. When leaving the building an employee, agent, or owner will have one (1) minute after entering code to exit building.

Mary's Garden will have a list of 3 individuals to contact if a notification alerts local authorities. Once an agent of the company has been notified, they will go to the property. The company agent that shows up to the property will wait until the local authorities arrive and give that agent further instructions. No agent will approach or enter the property until it has been cleared by law enforcement. A report will be created and procedures will be followed to ensure AMCO is notified within the 24 hours time frame as required per 3 AAC 306.715

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

Mary's Garden will have SOP's on Inventory control. All product will be stored in the storage area. Each employee will have a stand-alone station with a max amount of inventory they can maintain. This product will be counted out and distributed under dual control at the beginning of each shift. At the end of each shift the product will be counted against the days sales and returned to the controlled area. During the shift if a replenishment needs to be done, the budtender will submit a written request to the manager for product replenishment. That product will be subtracted from the main inventory. A weekly audit, under dual control will be conducted on all products.

3.7. Describe your policies and procedures for preventing loitering:

In the company's SOPs, there will be a script that every employee will have memorized or be easily accessible in regards to loitering on the property. Signs will be posted on the front of the building with verbaige as follows: "NO LOITERING ON THIS PROPERTY". If loitering continues, a manager or authorized agent will call the police non-emergency number and request the proper authorities remove the individual from the property.

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.

FW

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.

FW

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

FW

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).

FW

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:

Our camera and security will be installed by Computer Renaissance. 16 cameras will be placed on the inside and outside of the building at the proper height and location to ensure a clear, unobstructed view which will allow for certain identification of any person and activity in the area. The cameras will have a pan, tilt, and zoom function. All outside cameras will have visibility of at minimum 20 feet and will work with the lighting that will be placed around the building.

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:

The DVR will be housed in a locked cabinet in a "Restricted Access Area". Only owners and authorized agents will have access to this cabinet through a key locked. This key will be numbered, issued and logged with individuals information. Any individual with the responsibility of accessing the DVR will be on premises during all business hours. A log will be placed inside the cabinet and filled out with name, badge number, date, time, and reason for access. These individuals will be trained on procedures to allow access to law enforcement, or an agent of the Marijuana Control Board.

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

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

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

Initials

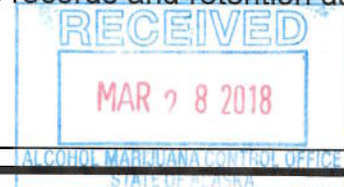
- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*); JW
- 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; JW
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises; JW
- d. records related to advertising and marketing; JW
- e. a current diagram of the licensed premises, including each restricted access area; JW
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area; JW
- g. all records normally retained for tax purposes; JW
- 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; JW
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and JW
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745. JW

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:

As per 3 AAC 306.755, Mary's Garden will maintain records in six (6) month, one (1) year and three (3) year increments. Our records will be maintained in a safe secure area at the licensed premises. These records will consist of all books and records necessary to fully account for each business transaction, a current and complete list of all employee's, agents, and owners full name and handler permit number, the business contact information for Computer Renaissance, our security company, and all records related to any advertising and marketing practices. The current diagram of the licensed premises will posted on the wall for easy viewing.

All tax records will be maintained monthly by category such as vendor, contractor, sales, financial, or other. At the beginning of every quarter, all files will be audited to ensure accuracy and completeness. The files will then be stored in a dated storage box and/or electronically with procedures placed in the box that include instructions on how to handle records and retention dates.

see additional on page 11



**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.

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

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.

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.

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.

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.

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

PIRE (Pacific Institute for Research and Evaluation) has prepared a law enforcement guide to false identification and illegal ID use. Mary's Garden will use this as a tool for additional training, in addition to the U-Card book. Our staff will also be trained on rules and regulations, inventory control, safety in the work place, security, customer service, Metrc, and the POS system.









Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

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

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

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

Yes No

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

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

Mary's Garden has a port-a-pottie next to the building with a handwashing station inside. Also a handwashing station in the storage area "Restricted Access Area of the building.

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:

Mary's Garden will not prepare or ship marijuana to or from another marijuana licensed facility. All marijuana product prepared for the end consumer will be weighed if needed on a scale as described in 3 AAC 306.745. All marijuana product will be package in an opaque, resealable, child resistant package. Each package will be properly labeled as per 3 AAC 306.345, 3 AAC 306.470 and 3 AAC 306.355. The information on the label will be the company name, company license number, and statements as per 3 AAC 306.345 (a), (b), (c), (d), and (e)



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.

JW

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.

JW

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.

JW

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.

JW

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.

JW

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.

JW

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

JW

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):

As per 3 AAC 306.360 Mary's Garden will have no more than 3 signs visible to the general public. Each sign will not exceed more than 4,800 sq inches. The sign will have the company name, company logo, and store hours. Our signs will be approved by local authorities and will not include anything that would appeal to anyone under the age of 21.



**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):

As per 3 AAC 306.360 Mary's Garden will have no more than 3 signs visible to the general public. Each sign will not exceed more than 4,800 sq inches. The sign will have company name, company logo, and store hours. Our signs will be approved by local authorities and will not include anything that would appeal to anyone under the age of 21. Mary's Garden will utilize education on serving sizes, locking up your product to keep it out of the reach of children, testing results, location, store hours, and pricing of the products. All records of advertising will be maintained at the retail store.

Mary's Garden will advertise using our website www.marysgarden.com. We will use the local newspaper and magazines. Printed material to be handed out at the store, such as business cards and brochures on products we carry along with information on products and include information such as store location, hours of operation, website, phone number, and warnings provided in 3 AAC 306.360

Mary's Garden will NOT:

Be misleading or false depict to any person under the age of 21 or use cartoon character
Place any advertisement within any area as designated in 3 AAC 306.360

Mary Garden WILL make sure all advertising contains all warnings in 3 AAC 306.360 (1) (2) (3) (4) and (5)

"Marijuana has intoxicating effects and may be habit forming and addictive"

"Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence."

"There are health risk associated with consumption of marijuana"

"For use only be adults twenty-one and older. Keep out of the reach of children." and

"Marijuana should not be used by women who are pregnant or breast feeding."

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

Fred M West
Signature of licensee

FRED M WEST
Printed name of licensee



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

My commission expires: 07-15-21

Subscribed and sworn to before me this 3 day of December, 2018.



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

Continued from page 6:

All transport manifests, invoices, testing results, samples, sales reports and inventory audits will be filed and stored in a monthly binder. These records will be audited the first week of each month then stored in a box with instructions on how to handle records and retention dates.

Our Marijuana Retail Store will ensure that all records shall be provided to any employee of the board either the same day or within three (3) days of request. Mary's Garden will ensure safe handling and procedures for physical and digital records to ensure no records will be lost or destroyed. Copies and digital copies of some financial records will also be maintained at our CPA's office, Coghill Group, PC 215 Fidalgo Kenai, AK 99611.

Page 4 #3.6

Mary's Garden will have SOP's on Inventory control. All product will be stored in the storage area. Each employee will have a stand-alone station with a max amount of inventory they can maintain. This product will be counted out and distributed under dual control at the beginning of each shift. At the end of each shift the product will be counted against the days sales and returned to the controlled area. During the shift if a replenishment needs to be done, the budtender will submit a written request to the manager for product replenishment. That product will be subtracted from the main inventory. A weekly audit, under dual control will be conducted on all products.



EXHIBIT A

LOGO



Mary's Garden

Fred & Jonas West
Owners

907-262-0830
marysalaskagarden.com

80110 Sterling Hwy.
Soldotna, AK 99689

"Marijuana has intoxicating effects and may be habit forming and addictive"

"Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence."

"There are health risk associated with consumption of marijuana"

"For use only be adults twenty-one and older." **"Keep out of the reach of children."**

"Marijuana should not be used by women who are pregnant or breast feeding."

Exhibit B





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:	West Made, LLC	MJ License #:	17204		
License Type:	Retail Marijuana Store				
Doing Business As:	Mary's Garden				
Premises Address:	50110 Sterling Hwy				
City:	Soldotna	State:	Alaska	ZIP:	99669-9158



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

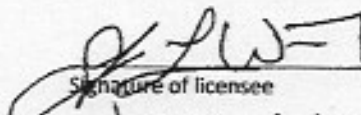
The following additional details must be included in Diagrams 3 and 4:

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

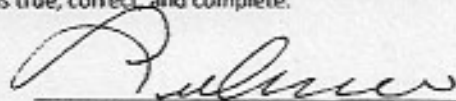
The following additional details must be included in Diagram 5:

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

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 attachments is true, correct, and complete.


Signature of licensee
Jonas West
Printed name of licensee




Notary Public in and for the State of Alaska
My commission expires: 9/24/21

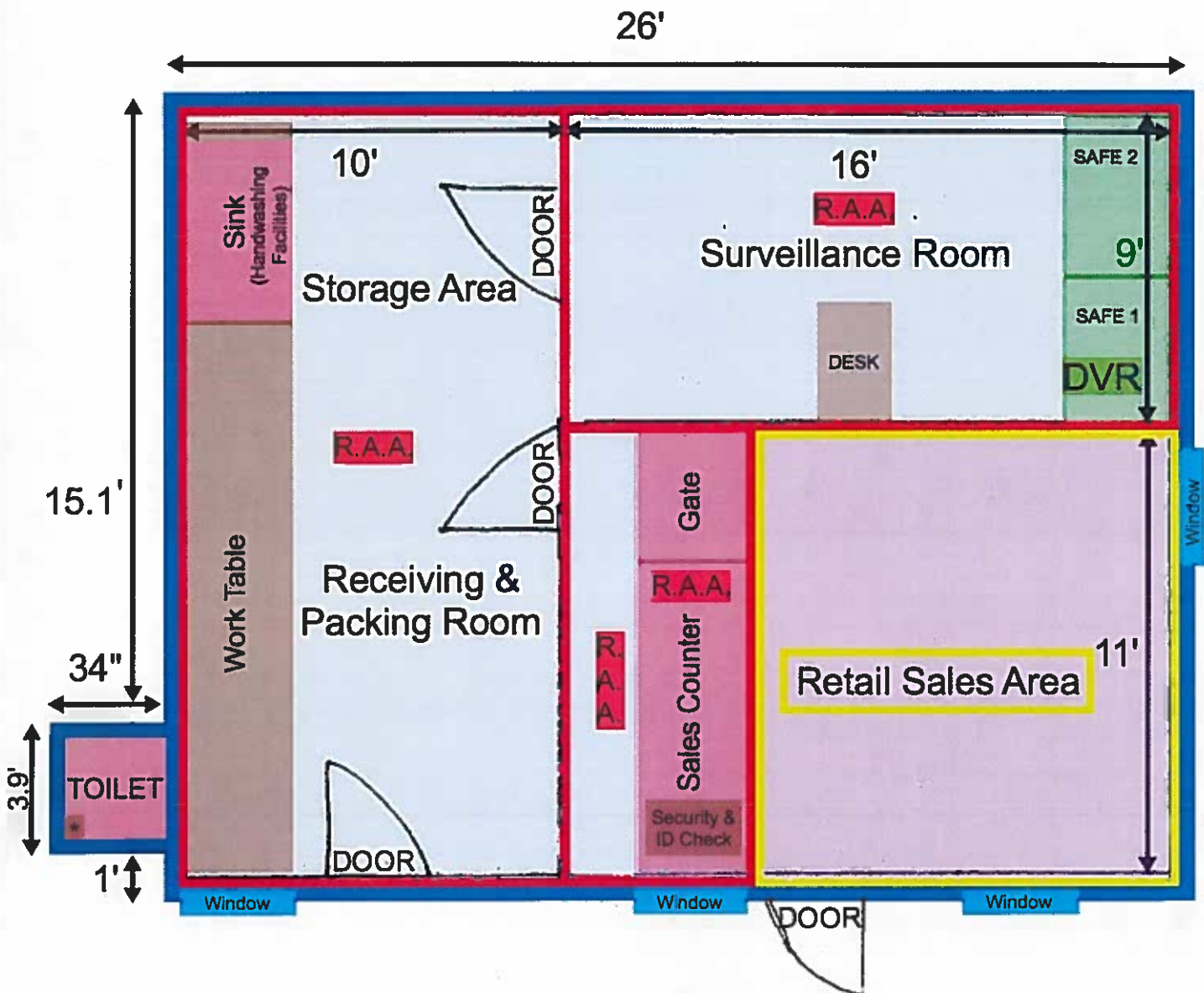
Subscribed and sworn to before me this 16th day of March, 2018.

Premises Diagram (Form MJ-02)
Diagram 1
 License No. 17204
 DBA Mary's Garden
 520 Square Feet



Legend:

- Window Window
- Licensed Premises Licensed Premises
- DVR / SAFE DVR / SAFE
- Retail Sales Area Retail Sales Area
- R.A.A. Restrictd Access Area:



*: Indicates Hand Sanitizer Station

Premises Diagram (Form MJ-02)

Diagram 2

License No. 17204

DBA Mary's Garden



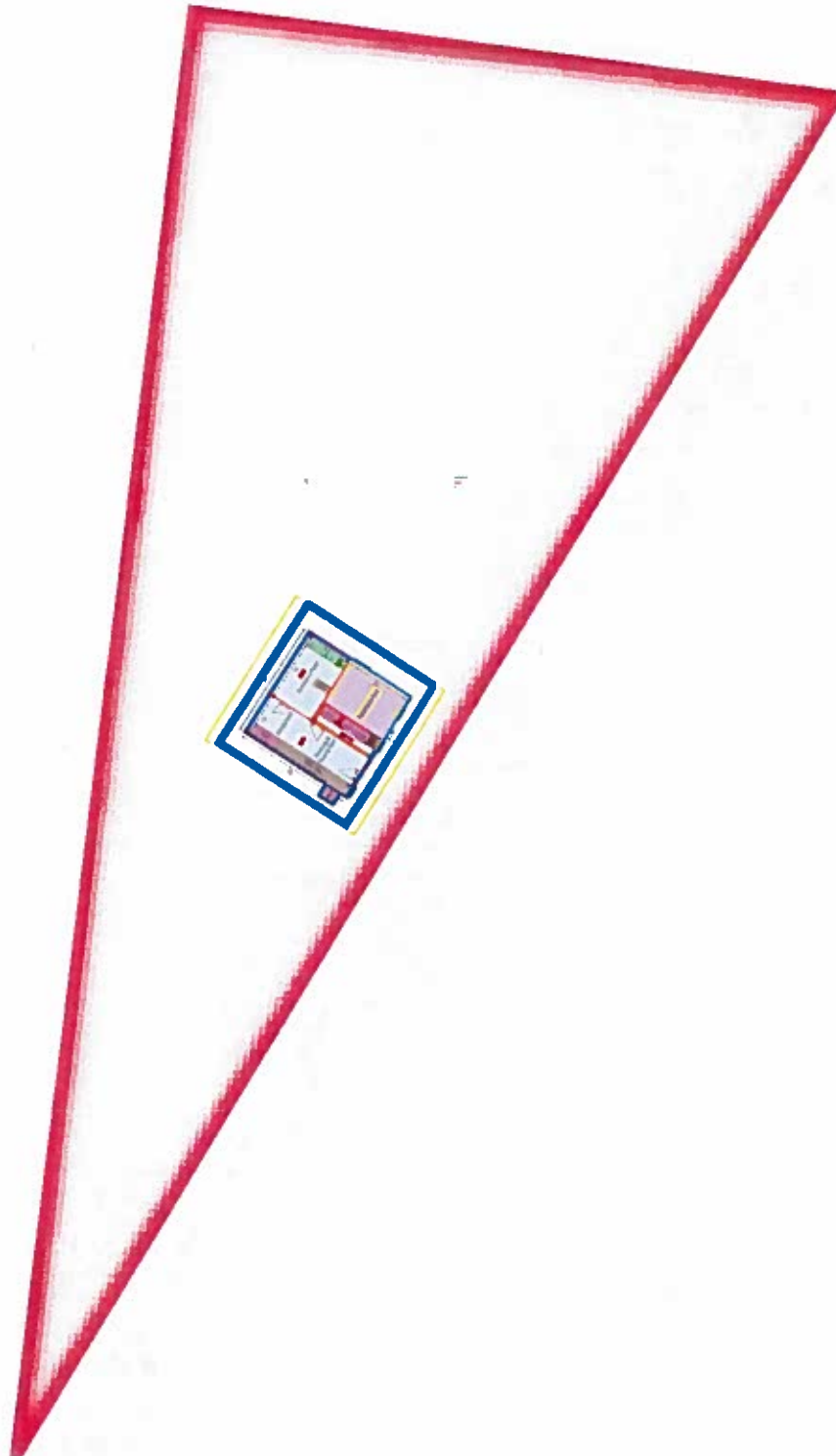
PROPOSED LICENSED
PREMESIS



LEGAL RIGHT OF
POSSESSION



TRUE NORTH



Premises Diagram (Form MJ-02)

Diagram 3

License No. 17204

DBA Mary's Garden

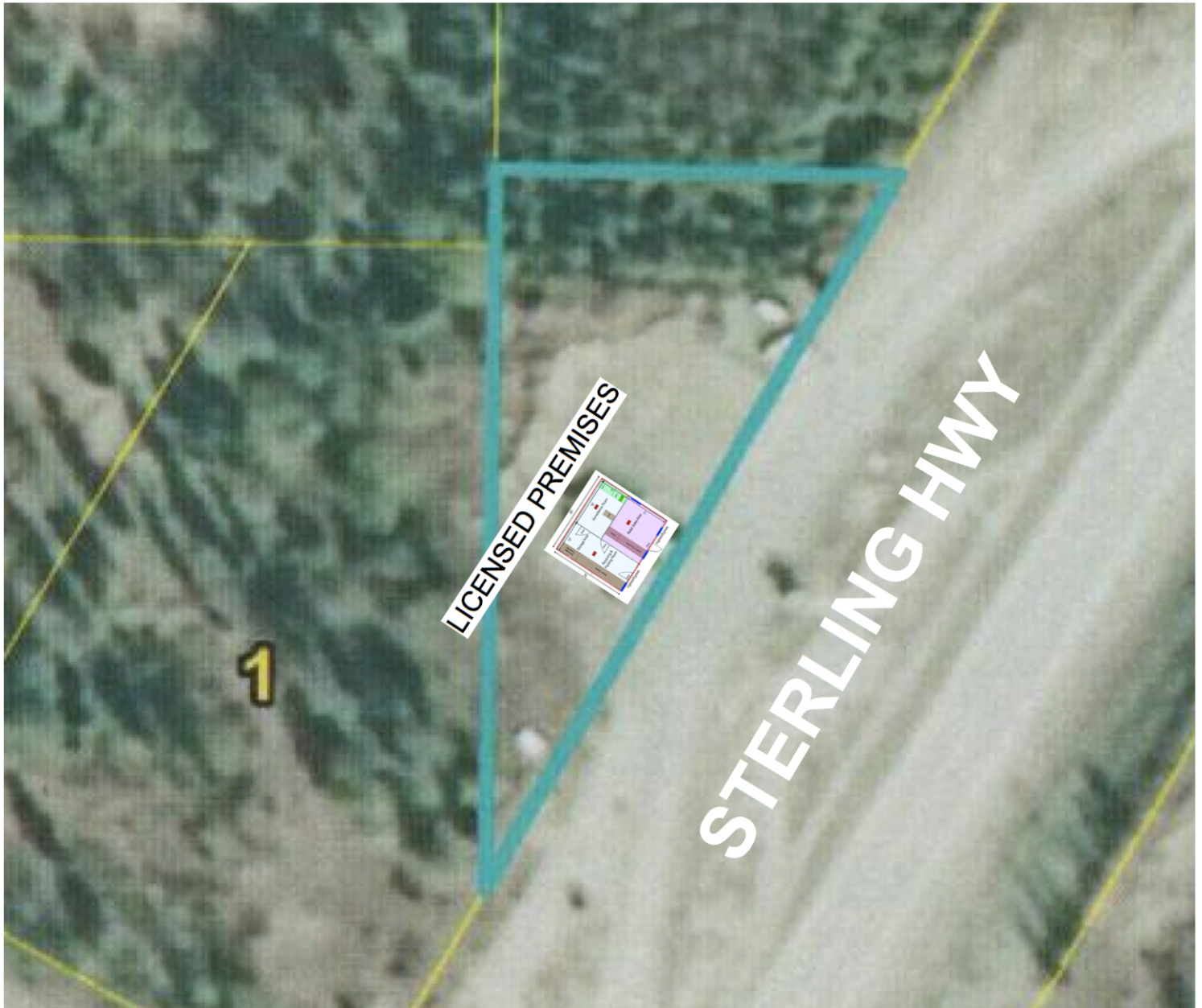
520 Square Feet



TRUE NORTH



LOT

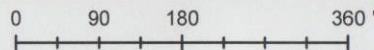


Premises Diagram (Form MJ-02)
Diagram 4

License No. 17204
DBA Mary's Garden
520 Square Feet



The information depicted hereon
is for a graphical representation
only of best available sources.
The Kenai Peninsula Borough
assumes no responsibility
for any errors on this map.



Enter Map Title

LICENSED PREMISES LOT



Received by AMCO 3-16-18
Date: 3/2/2018



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:	West Made, LLC	MJ License #:	17204		
License Type:	Retail Marijuana Store				
Doing Business As:	Mary's Garden				
Premises Address:	50110 Sterling Hwy				
City:	Soldotna	State:	Alaska	ZIP:	99669-9158



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****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:

Mary's Garden will sell Marijuana products that are available through wholesale purchase from licensed marijuana grows and processors. We project that 50% of our sales will be flower, 40% will be edible type products and 10% will be concentrates and skin products. All orders will be scheduled between the wholesaler and store agent. All product will be accompanied by a transport manifest and invoice. We will have a designated agent as the intake person to confirm accuracy of order and compliance has been met by seller and buyer.

All customers will enter the building into a lobby area. A company agent will verify all the proper credentials as per 3 AAC 306.350 to confirm that individuals are twenty one (21) or over. Once that customer has been check-in they will enter the "Sales Area". The customer will be greeted by a "bud-tender" at that point. Mary's Garden employees will be trained on a script to ask appropriate question to guest. All guest will be provided a great selection of product's. All employees will maintain a clean and friendly enviroment. All employees will maintain a safe enviroment for other employee and guest.

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 employees will be trained on up to 50 signs of intoxication. The signs in catogory will cover Appearance, Speech, Attitude, behavior, and others like odor. Our steps and proceedures will start at the check-in desk. If an employee feels an individual is to intoicated to purchase marijuana then that employee will be trained to explain the stores policy and state law.

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; 
- b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet; 
- c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample; 
- d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or 
- e. allow a person to consume marijuana or a marijuana product on the licensed premises. 

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?

☐ ☒

**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****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).

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.

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

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

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

a. is false or misleading;

b. promotes excessive consumption;

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

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

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.

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;

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

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

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

e. on a campus for postsecondary education.

Section 5 – Displays and Sales

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

Each "Bud-Tender" will have a designated amount of product to be displayed at their station. If a product needs refrigeration, an empty package will be displayed. If that product is requested, then they will retrieve that product from the refrigerator or freezer that will be placed outside the reach of the guest. No product will be accessible to any customer. All product will be in a glass case or on shelves behind the cases, no guest access. Once the product is picked or weight out, then all product will be placed in opaque, resealable, child-resistant packaging with the proper label attached.

MAR 7 8 2018



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

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):

All marijuana product will be packaged in a opaque, resealable, and child-resistant package. The vendors of our packaging will be required to provide documentation that the packaging has been tested and is constructed to be difficult for children under the age of five (5) years old to open, but normally difficult for adults to use properly. A label will be placed on all item that is pre-packaged. An additional label will be printed and affixed to each package that identifies the retail marijuana product by name and Mary's garden license number and contains the verbaige and stated in 3 AAC 306.345 (3) (A) (B) (C) (D) and (E) also shown on page 6 of this document.

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):

Please see page 6 of this document.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

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):

Our staff will be trained using a combination of the U-Card book and the PIRE law enforcement guidebook to help identify a valid and unaltered identification. Mary's Garden will only except a valid and current driver's license, US, Canada, or District of Coloumbia identification card, Passport, or a driver's license or identification card issued by a federal or state agency authorized to do so.

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.

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:

Under dual control items will be weighed and/or accounted for in the states marijuana tracking program and Mary's Garden 3rd party POS system. This product will be placed in a container clearly market "WASTE PRODUCT". Mary's Garden Owner or Agent will notify the board of the waste product and reason for destroying it. Mary's Garden will wait the required three (3) days, unless notified earlier from the board. Under dual control and under view of the camera, the product will be rendered unusable as per 3 AAC 306.740. Mary's Garden will grind and/or soak items with a combination of bleach and food waste to render the product unusable and unreconizable. The waste product will be place in the waste container with no less than 50% non-compostable materials the same day an approved waste facility is schedueled to do a pickup at our location. Our disposal company is Alaska Waste.

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.

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

Signature of licensee

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 9-29-2020

Subscribed and sworn to before me this 28 day of November, 2018.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

Label design section 6.2.

Mary's Garden

License # 17204

This item contains 28.1% THC or This item contains 10 mg THC

"Marijuana has intoxicating effects and may be habit forming and addictive.";

"Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence."; "There are health risks associated with consumption of marijuana.";

"For use only by adults twenty-one and older. Keep out of the reach of children.";

"Marijuana should not be used by women who are pregnant or breast feeding."



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

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:	West Made, LLC	License Number:	17204
License Type:	Retail Marijuana Store		
Doing Business As:	Mary's Garden		
Premises Address:	50110 Sterling Hwy		
City:	Soldotna	State:	AK
		ZIP:	99669

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: 03/05/18

End Date: 03/15/18

Other conspicuous location:

T-J SEggys 50470 50470 STERLING HWY. SOLDOTNA 99669

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

Signature of licensee

Jonas West

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 9/24/21

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



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

Alaska Marijuana Control Board

Form MJ-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:	West Made, LLC	License Number:	17204
License Type:	Retail Marijuana Store		
Doing Business As:	Mary's Garden		
Premises Address:	50110 Sterling Hwy		
City:	Soldotna	State:	AK
		ZIP:	99669-9158

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):

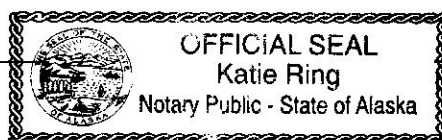
Local Government(s): KENAI PENINSULA BOROUGH Date Submitted: 3-15-18
Name/Title of LG Official 1: Johni Blankenship Name/Title of LG Official 2: _____
Borough Clerk
Community Council: _____ Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

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

Fred West
Signature of licensee

Fred West

Printed name of licensee



Katie Ring
Notary Public in and for the State of Alaska

My commission expires: 9-20-19

Subscribed and sworn to before me this 16th day of March, 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:	West Made, LLC	License Number:	17204		
License Type:	Retail Marijuana Store				
Doing Business As:	Mary's Garden				
Premises Address:	50110 Sterling Hwy				
City:	Soldotna	State:	AK	ZIP:	99669-9158

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Fred West				
Title:	Owner				
SSN:		Date of Birth:			



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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

Section 3 – Certifications

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

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

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

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

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

Fred M West
Signature of licensee



Leslie A. Richards
Notary Public in and for the State of Alaska

FRED M WEST
Printed name of licensee

My commission expires: 9/24/21

Subscribed and sworn to before me this 16th day of March, 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:	West Made, LLC	License Number:	17204		
License Type:	Retail Marijuana Store				
Doing Business As:	Mary's Garden				
Premises Address:	50110 Sterling Hwy				
City:	Soldotna	State:	AK	ZIP:	99669-9158

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jonas L. West				
Title:	Owner				
SSN:		Date of Birth:			



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

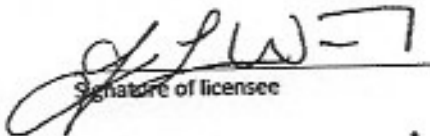
Section 3 - Certifications

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


Signature of licensee
Jonas West
Printed name of licensee




Notary Public in and for the State of Alaska
My commission expires: 9/24/21

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

Alcohol & Marijuana Control Office

Initiating License Application

3/5/2018 6:25:27 PM

License Number: 17204

License Status: New

License Type: Retail Marijuana Store

Doing Business As: MARY'S GARDEN

Business License Number: 1064632

Designated Licensee: Jonas West

Email Address: alaskamarysgarden@gmail.com

Local Government: Soldotna

Community Council:

Latitude, Longitude: 60.408761, -151.160145

Physical Address: 50110 Sterling Hwy
Soldotna, AK 99669-9158
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10069191

Alaska Entity Name: WEST MADE, LLC

Phone Number: 907-260-3401

Email Address: alaskamarysgarden@gmail.com

Mailing Address: 49190 Tote Rd
Soldotna, AK 99669
UNITED STATES

Entity Official #1

Type: Individual

Name: Fred West

Phone Number: 907-260-3401

Email Address: alaskamarysgarden@gmail.com

Mailing Address: 49190 Tote Rd
Soldotna, AK 99669
UNITED STATES

Entity Official #2

Type: Individual

Name: Jonas West

Phone Number: 907-260-3401

Email Address: alaskamarysgarden@gmail.com

Mailing Address: 49190 Tote Rd
Soldotna, AK 99669
UNITED STATES

Affiliate #1

Type: Individual

Name: Fred West

Phone Number: 907-260-3401

Email Address: alaskamarysgarden@gmail.com

Mailing Address: 49190 Tote Rd
Soldotna, AK 99669
UNITED STATES

Affiliate #2

Type: Individual

Name: Jonas West

Phone Number: 907-260-3401

Email Address: alaskamarysgarden@gmail.com

Mailing Address: 49190 Tote Rd
Soldotna, AK 99669
UNITED STATES

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into and made effective as of the 1st day of March, 2018 ("Effective Date") by and between West, Inc., Corporation, with a principal office address of 49190 Tote Rd Soldotna, AK 99669-9158 (the "Landlord") and West Made, LLC a Alaska Corporation DBA Mary's Garden, with a principal office address of 50110 Sterling Hwy Soldotna, AK 99669-9158 (the "Tenant"). Collectively, Landlord and Tenant shall be known as "Parties" to this Lease and in the singular, each shall be referred to as a "Party" to this Lease.

WHEREAS, Tenant desires to lease from the Landlord, the Leased Premises (as defined below), subject to the terms and provisions set forth in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants as stated herein, the Parties each agree to the terms and conditions of this lease.

1. **Lease of Leased Premises.** Subject to the terms and provisions set forth in the Lease, in consideration of the payment of the Rent (as defined below); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described leased premises situated in Soldotna, Alaska, and legally described as follows:

50110 Sterling Hwy Soldotna, AK 99669-9158 ("Leased Premises.").

2. **Term:** The term of this Lease shall be for One Hundred Twenty (120) months, with the tenth year subject to the conditions set forth below (the "Term"). The term shall commence on the date of execution of this Agreement (the "Commencement Date").
3. **Conditional and Base Rent:** Tenant shall pay to Landlord throughout the Term of this Lease the monthly rent ("Base Rent") on the first (1st) day of each month, as follows: Conditional Rent will commence when all State and Local licenses have been granted for operation. Conditional Rent shall be \$1.00 U.S. Dollars per month for the 30-day period following the "Commencement Date." Upon Opening Day, Base Rent shall start which shall increase to \$1,000.00 U.S. Dollars per month for the remainder of the Lease.
4. **Additional Rent:** Landlord and Tenant acknowledge and agree that both Parties intend that this Lease shall be and constitute what is generally referred to in the real estate industry as a "triple net" or "absolute net" lease, such that Tenant shall be obligated hereunder to pay all costs and expenses incurred with respect to, and associated with, the Leased Premises and the business operated thereon and therein, including, without limitation, all personal and real property taxes and assessments, utility charges, insurance costs, maintenance costs and repair (except as expressly set forth herein) together with any and all other assessments, charges, costs and expenses of any kind or nature whatsoever related to, or associated with, the Leased Premises and the business operated thereon and therein. Base Rent and Additional Rent may be referred to herein collectively as "Rent."

- a. **Definition of "Real Property" Tax.** As used herein, the term "real property tax" shall include any form of assessment, license fee, commercial rental tax, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having direct or indirect power to tax, including any city, borough, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, as against Landlord's business of leasing the Premises or any tax imposed in substitution, partially or totally, of any tax previously included within the definition of real property tax, or any additional tax of the nature of which was previously included within the definition of real property tax.
5. **Use:** Subject to the term and conditions of this Lease, the Leased Premises may be used for a retail marijuana store, as defined in the Alaska Marijuana Code AS 17.38.070(a) (the "Retail Marijuana Code"), and for the sale of marijuana and marijuana-related products, only as permitted by Alaska State law, and Kenai Peninsula Borough, no other purpose whatsoever without the prior consent of Landlord. Tenant shall comply with all requirements of the Retail Marijuana Code, applicable state marijuana regulations, Alaska statutes, and all requirements imposed by Kenai Peninsula Borough on Tenant as holder of a retail marijuana store license. Tenant shall not use or permit the Premises to be used for any illegal purpose and will do nothing upon the Premises in any way tending to create a nuisance, unsightliness, or to disturb, annoy or interfere with the rights of Landlord, adjoining property owners and the general public, or to injure the reputation of the Leased Premises or the Landlord's restaurant business located within the upper floor of the building. Tenant shall provide current licenses from the State of Alaska and Kenai Peninsula Borough which authorize Tenant to conduct its business at the Premises. No smoking, vaping or consuming marijuana shall be permitted at any time within the Premises. No smoking of any kind shall be permitted within the Leased Premises or the Lower or Upper Lots.
6. **Licenses.** The Parties acknowledge that Tenant is obligated to apply for licenses from the Alaska Department of Commerce, Community, and Economic Development Alcohol & Marijuana Control Office and/or Kenai Peninsula Borough (collectively "Marijuana Licenses") as required for retail marijuana store operations as allowed under AS 17.38.070(a). Tenant agrees to use its best and most diligent efforts to obtain the Marijuana Licenses, and shall maintain the Marijuana Licenses in good standing at all times while in operation at the Leased Premises. Notwithstanding anything contained herein to the contrary, in no event shall Tenant be permitted to operate retail marijuana store operations at the Leased Premises unless and until Tenant obtains the Marijuana Licenses. In the event any Marijuana License expires, is not renewed or is terminated for any reason, such event will be an immediate Event of Default hereunder and Landlord shall have the right to terminate this Lease at any time by delivery of thirty (30) days' prior written notice to Tenant.
7. **Utilities/Additional Rent:** Tenant shall pay all of the utilities for the Leased Premises, including but not limited to trash, water, sewer, electric, cable, phone, internet and gas

services as may be required for the Leased Premises. Tenant is responsible for contacting the appropriate utilities company, prior to Commencement of the Lease Term, and placing the utilities in the name of Tenant.

8. **Video Surveillance:** The Tenant will abide by the standards required by the State of Alaska and Kenai Peninsula Borough in all areas required by law;
 - a. Install any additional security measures mandated by state or local authorities;
9. **Acceptance of Condition of Premises:** Subject to all applicable zoning, municipal and state laws, ordinances and regulations governing and regulating the use of the Premises, by execution hereof Tenant hereby accepts the premises in their "as is" condition existing as of the date of Lease. Tenant acknowledges that Landlord has not made any representation or warranty, express or implied, as to the suitability of the Premises for the conduct of Tenant's business.
10. **Insurance:** Tenant shall keep and maintain for the mutual benefit of Landlord and Tenant, at all times during the term of this Lease, policies of comprehensive insurance including general liability insurance against personal injury and property damage in or about the premises, such insurance to afford protection to the limit of not less than \$1,000,000.00 in respect to each person, and to the limit of not less than \$2,000,000.00 in respect to any one occurrence causing bodily injury or death, and to the limit of not less than \$2,000,000.00 in respect to property damage. Tenant shall furnish Landlord with a duplicate certificate of such insurance policy or policies. All such insurance shall be procured from a responsible insurance company or companies authorized to do business in Alaska, and shall name Landlord as an additional insured. All such policies shall provide that the same may not be cancelled or altered, except upon at least ten (10) days' written notice to Landlord and Tenant. In the event Tenant fails to keep and maintain the insurance required herein, for whatever reason, Landlord may obtain such insurance and Tenant agrees, immediately on demand of Landlord, to reimburse Landlord for the cost of such insurance.
11. **Other Insurance Provisions.** Tenant shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss, loss of use or damage to the Leased Premises, but not Tenant's equipment or tenant improvements, in the amount of full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, sprinkler leakage, special extended perils (all risk) but not exterior glass / vandalism insurance.
12. **Proof of Insurance:** Prior to execution of this Lease, Tenant will furnish Landlord with certificates of insurance evidencing the coverage outlined above and the Other Insurance Provisions outlined above. Insurance is to be placed with insurers with a Best's rating of no less than A IX by carriers authorized to furnish insurance in the State of Alaska. No such policy will be cancelable, non-renewed or modified except after thirty (30) days' written notice to Landlord. Tenant will maintain all of the foregoing insurance coverages in full force and effect until the expiration or earlier termination of this Lease.

13. **Assumption of Risk:** Notwithstanding anything contained in the Lease to the contrary, Tenant, for itself, its personal representatives, heirs, successors, trustees, legal representatives, assigns, invitees and guests, hereby assumes all risks of use of the Leased Premises for any and all purposes, including all purposes related to marijuana, whether such risks are caused by negligence of any person, firm or otherwise. Tenant and Landlord acknowledge that marijuana and the activities associated therewith may be illegal under Federal Marijuana Laws but that, in the event Landlord suffers any damage as a result of Federal illegality, including the incurrence of attorney's fees and costs, then Tenant shall be solely responsible for the payment of said damages, fees and costs to Landlord.
14. **Amendments:** This Lease may only be amended, or modified, by execution of a mutually agreeable written instrument executed by Landlord and Tenant.
15. **Early Termination of Lease for Municipal Disapproval.** Prior to Execution of this Lease, Tenant must obtain license approvals from both Kenai Peninsula Borough and the State of Alaska to use the Premises as a retail marijuana dispensary. In the event Tenant cannot obtain such approval during the licensing or license renewal process, Tenant shall have the right to terminate this Lease by providing thirty (30) days' written notice to Landlord, along with a copy of the City's or State's decision disapproving the Premises for use as a retail marijuana dispensary. If Tenant terminates the Lease under this provision, Tenant shall vacate the Premises within 30 days after such notice to Landlord, and the Lease shall be terminated.
16. **Default.** If Tenant defaults in the payment of rent or in the performance of any other covenant or condition hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days' written notice, Landlord may terminate this lease. If Landlord terminates the Lease under this provision, Tenant shall vacate the premises. In the event of termination under this provision, Landlord will not take possession of or remove marijuana from the premises and will first contact AMCO, as required or unless authorized by applicable regulations and statutes.
17. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the Landlord or any employee or agents of any said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Lease Premises.
18. **Corporate or Limited Liability Company Authority.** If Tenant is a corporation or LLC, then each individual executing this Lease on behalf of said corporation or LLC represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation or LLC in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-Laws of said corporation or Operating Agreement of said LLC, and that this Lease is binding upon said corporation or LLC in accordance with its terms.

The parties have signed this Lease as of the Effective Date set forth above.

LANDLORD: Fred M. West

BY: Fred M West
ITS: President

TENANT: Mary's Garden

BY: [Signature]
ITS: Member/Manager

BY: Fred M West
ITS: Member/Manager

AFFP

NEW RETAIL RETAIL MARIJUANA

Affidavit of Publication

STATE OF ALASKA }
COUNTY OF KENAI } SS

Elizabeth Ulricksen, being duly sworn, says:

That she is Principal Clerk of the Kenai Peninsula Clarion, a daily newspaper of general circulation, printed and published in Kenai, Kenai County, Alaska; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 08, 2018, March 15, 2018, March 22, 2018

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Principal Clerk

Subscribed to and sworn to me this 22nd day of March 2018.

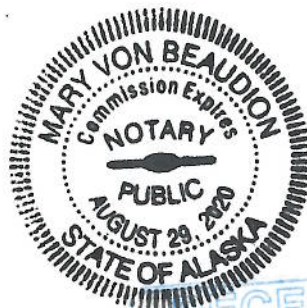


Mary Von Beaudoin, Notary Public, Kenai County, Alaska

My commission expires: August 29, 2020

00001080 13000810

Mary's Garden
49190 Tote Rd
SOLDOTNA, AK 99669



NEW RETAIL RETAIL MARIJUANA STORE LICENSE

WEST MADE, LLC is applying under 3AAC306.300 for a new Retail Marijuana Store licence, license #17204, doing business as MARY'S GARDEN, located at 50110 Sterling Hwy, Soldotna, AK 99669-9158, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, 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: 3/8,15,22/2018

8232369/748287
13-810/1080

NEW RETAIL RETAIL MARIJUANA STORE LICENSE

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Pub: 3/8,15,22/2018

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13-810/1080