



September 14, 2016

Kenai Peninsula Borough
Attn: Johni Blankenship
Michele Turner
VIA Email: jblankenship@kpb.us
micheleturner@kpb.us

License Number:	10086
License Type:	Limited Marijuana Cultivation Facility
Licensee:	TERRA HOUSE, LLC
Doing Business As:	TERRA HOUSE, LLC
Physical Address:	48714 Jones Rd. Suite 1 Soldotna, AK 99669 - 9387
Designated Licensee:	Michael Low ry
Phone Number:	907-440-1617
Email Address:	michael@terrahouse.net

- New Application** **Transfer of Ownership Application** **Renewal Application**
 Onsite Consumption Endorsement

We have 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).

A local government may protest the approval of an application(s) pursuant to 3 AAC 306.060 by furnishing 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. If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service 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.

3 AAC 306.010(c) provides that the board will not issue a license when a local government protests an application on the grounds that the applicant's 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.

At this time, the fingerprints submitted by the applicant cannot be submitted for a criminal history report until a date to be determined by the Department of Public Safety and the Federal Bureau of Investigation based upon the effective date of the act containing enabling statutory language for such criminal history report. On April 27, 2016, the Marijuana Control Board directed me to determine applications complete based solely upon the representations made by the applicant in Form MJ-00.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cynthia Franklin', is positioned above the typed name.

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



THE STATE

of **ALASKA**

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

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

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1 - Entity Name

Legal Name: TERRA HOUSE, LLC

2 - Purpose

Any lawful purpose.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Shannon Lowry

Mailing Address: 48714 Jones Road, Soldotna, AK 99669

Physical Address: 48714 Jones Road, Soldotna, AK 99669

5 - Entity Addresses

Mailing Address: 48714 Jones Road, Soldotna, AK 99669

Physical Address: 48714 Jones Road, Soldotna, AK 99669

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Lance Wells			Organizer

Name of person completing this online application

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

Name: Lance C. Wells, Esq.

Alaska Business License #

1031966

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

TERRA HOUSE, LLC

48714 JONES ROAD SOLDOTNA AK 99669

owned by

TERRA HOUSE, LLC

is licensed by the department to conduct business for the period

February 08, 2016 through December 31, 2016

for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Chris Hladick



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
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 Website: Corporations.Alaska.gov

FOR DIVISION USE ONLY

Limited Liability Company
 Initial Biennial Report

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Entity Name: TERRA HOUSE, LLC
Entity Number: 10035593
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Shannon Lowry
Physical Address: 48714 JONES ROAD, SOLDOTNA,
 AK 99669
Mailing Address: 48714 JONES ROAD, SOLDOTNA,
 AK 99669

Entity Physical Address: 48714 JONES ROAD, SOLDOTNA, AK 99669

Entity Mailing Address: 48714 JONES 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
Shannon Lowry	48714 Jones Road, Soldotna, AK 99669	50	Member
Michael Lowry	48714 Jones Road, Soldotna, AK 99669	50	Manager, Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: Lance C. Wells, Esq

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

TERRA HOUSE, LLC



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective February 08, 2016.

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

Chris Hladick
Commissioner

**OPERATING AGREEMENT
OF
TERRA HOUSE, LLC.**

This Operating Agreement (this "Agreement" or "Operating Agreement") is made and entered into effective as of February 8, 2016 by and between the Class "A" Members and Class "B" Members of Terra House, LLC.

RECITALS

A. Terra House, LLC, a limited liability company (the "Company"), was formed effective February 8, 2016 for the purposes of transacting any or all lawful business for which a limited liability company may be organized under the laws of the State of Alaska.

B. Shannon Lowry and Michael Lowry are the sole Members of the Company as of date of this Agreement.

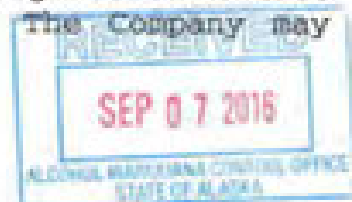
C. The Company shall be managed by its manager to be elected by the LLL'C member(s).

**ARTICLE I
ORGANIZATIONAL MATTERS**

1.1 **Formation.** The Company has been formed as a limited liability company pursuant to the provisions of the Act (as hereinafter defined). The rights and obligations of the Members and the affairs of the Company shall be governed--first by the Mandatory Provisions of the Act; second, by the Company's Articles of Organization; third, by this Agreement; and fourth, by the Optional Provisions of the Act. In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

1.2 **Name.** The name of the Company shall be "Terra House, LLC."

1.3 **Principal Office.** The initial principal office of the Company shall be located at 48714 Jones Road Soldotna, AK. 99669-9387. The Company may change its principal office from time to time by action of the Members. The name and address of the Company's initial registered agent is Shannon Lowry 48714 Jones Road Soldotna, AK. 99669-9387. The Company may change its registered agent and/or the address of its registered office from time to time by action of the Members. The Company may



also maintain offices at such other places or places as the Member(s) deem advisable.

1.4 **Term.** The Company shall commence upon the filing for record of the Company's Articles of Incorporation with the Office of the Secretary of State of Alaska, and shall continue indefinitely, unless sooner terminated as herein provided.

ARTICLE II DEFINITIONS

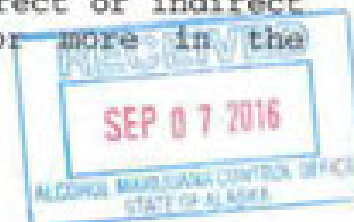
2.1 **Definitions.** A capitalized term used in this Agreement and not otherwise defined herein shall have the meaning, if any, assigned to the capitalized term in this Article II.

2.1.1 **Act.** The term "Act" means the Alaska Limited Liability Company Act, AS 10.50, as amended from time to time and any successor statute.

2.1.2 **Additional Capital Contributions.** The term "Additional Capital Contributions" has the meaning assigned to that term in Section 3.2.

2.1.3 **Adjusted Capital Account.** The term "Adjusted Capital Account" means, with respect to any Member at any time, such Member's Capital Account at such time (i) increased by the sum of (a) the amount of such Member's share of partnership minimum gain (as defined in Regulations Section 1.704-2(g)(1); (b) the amount of such Member's share of the minimum gain attributable to a partner nonrecourse debt; (c) the amount of the deficit balance in such Member's Capital Account while such Member is obligated to restore, if any; and (ii) decreased by reasonably-expected adjustments, allocations, and distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

2.1.4 **Affiliate.** The term "Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. As used in this Section 2.1.4, the term "control" means either (a) the possession, directly or indirectly, of the power to direct or to cause the direction of the management of the affairs of a Person or the conduct of the business of a Person; or (b) the holding of a direct or indirect equity or voting interest of fifty percent or more in the Person.



2.1.5 **Articles.** The term "Articles" means the Articles of Organization of Terra House, LLC filed with the Secretary of State of Alaska on February 8, 2016, as amended from time to time.

2.1.6 **Assignee.** The term "Assignee" means a Person to whom a Membership Interest has been assigned or transferred in accordance with this Agreement, but who has not become a Substitute Member.

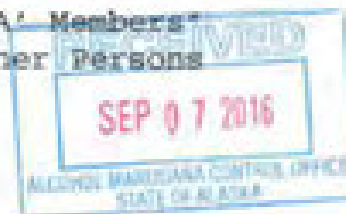
2.1.7 **Capital Account.** The term "Capital Account" means the account established on the books of the Company pursuant to Section 3.3.

2.1.8 **Capital Contribution.** The term "Capital Contribution" means the sum of (a) the total amount of cash; and (b) the grand total agreed fair market value of property contributed to the Company by a Member (or the predecessor holder of any Membership Interest of that Member) (net of any liabilities secured by any contributed property that the Company is considered to assume or take subject to Code Section 752).

2.1.9 **Cash Available for Distribution.** The term "Cash Available for Distribution" means, with respect to any Company Fiscal Period (and with respect to individual Transactions, to the extent provided on a Transaction Schedule), all cash receipts of the Company during such Fiscal Period (other than contributions to Company capital or the proceeds of indebtedness used or to be used in the operation of the Company's business), less (a) all Company cash disbursements during such Fiscal Period as the Manager shall in its sole discretion decide are necessary for the conduct of the Company's business; and (b) such reserves established by the Manager in its sole discretion during such Fiscal Period for improvements, replacements, or repairs to Company properties or for anticipated Company expenses or debt repayments. Cash Available for Distribution shall also include any other Company funds, including, without limitation, any amounts previously set aside as reserves by the Manager, no longer deemed by the Manager necessary for the conduct of the Company's business.

2.1.10 **Code.** The term "Code" means the Internal Revenue Code of 1986.

2.1.11 **Class "A" Members.** The term "Class 'A' Members" means Shannon Lowry and Michael Lowry, and such other Persons



as may be admitted as Class "A" Members of the Company from time to time.

2.1.12 **Class "B" Members.** The term "Class 'B' Members" means such other Persons as may be admitted as Class "B" Members of the Company from time to time.

2.1.13 **Company Property.** The term "Company Property" means all property owned, leased, or acquired by the Company from time to time.

2.1.14 **Deadlock.** The term "Deadlock" has the meaning assigned to that term in Section 10.8.

2.1.15 **Disqualified Member.** The term "Disqualified Member" has the meaning assigned to that term in Section 12.1.

2.1.16 **Event of Dissolution.** The term "Event of Dissolution" has the meaning assigned to that term in Section 12.2.

2.1.17 **Fiscal Period.** The term "Fiscal Period" has the meaning assigned to that term in Section 8.3.

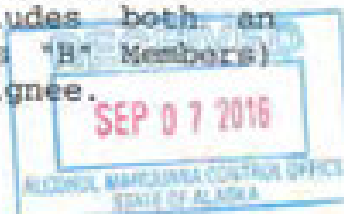
2.1.18 **Initial Capital Contributions.** The term "Initial Capital Contributions" has the meaning assigned to that term in Section 3.1.

2.1.19 **Interest.** The term "Interest" or "Membership Interest" shall mean, when used with reference to any person, the entire ownership interest of such person in income, gains, losses, deductions, tax credits, distributions, and Company assets, and all other rights and obligations of such person under the terms and provisions of this Agreement and the Act.

2.1.20 **Manager.** The term "Manager" means the person to be elected, or any substitute, replacement, or permitted transferee hereunder.

2.1.21 **Mandatory Provisions of the Act.** The term "Mandatory Provisions of the Act" means provisions of the Act that may not be waived by the Members.

2.1.22 **Member.** The term "Member" means a Person with a Membership Interest in the Company. It includes both an Original Member (both Class "A" Members and Class "B" Members) and Substitute Member, but does not include an Assignee.



2.1.23 **Minimum Distribution.** The term "Minimum Distribution" means an amount equal to the amount of Profit allocated to such Member pursuant to Sections 4.2, 4.3, and 4.4 for such Fiscal Period multiplied by the combined maximum individual federal income tax rates.

2.1.24 **Opinion of Counsel.** The term "Opinion of Counsel" means a written opinion of the counsel serving as regular counsel to the Company.

2.1.25 **Optional Provisions of the Act.** The term "Optional Provisions of the Act" means the provisions of the Act that may be waived by the Members.

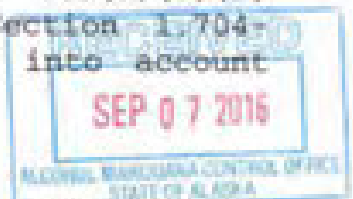
2.1.26 **Original Member.** The term "Original Member" means each original member(s) of Terra House, LLC.

2.1.27 **Percentage Interest.** The term "Percentage Interest" means, as to any Member, such Member's interest in the Profits and Losses of the Company, as set forth in exhibit "A" hereto, and subsequently adjusted pursuant to the terms of this Agreement.

2.1.28 **Person.** The term "Person" means a natural person, partnership, domestic or foreign limited partnership, domestic or foreign limited liability company, domestic or foreign corporation, trust, estate, association, and other business entity.

2.1.29 **Profit and Loss.** The term "Profit" and the term "Loss" means an amount equal to the taxable income of the Company or the taxable loss of the Company (including any capital loss) for each taxable year, determined in accordance with Code Section 703(a) as reflected on the tax return prepared by the regular outside accounting firm engaged by the Company. For purposes of the determination in accordance with Code Section 703(a), all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in a taxable income or taxable loss, with the following adjustments:

- (a) Any income of the Company described in Code Section 705(a)(1)(B) or treated as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account



shall be subtracted from taxable income or added to such taxable loss, as the case may be;

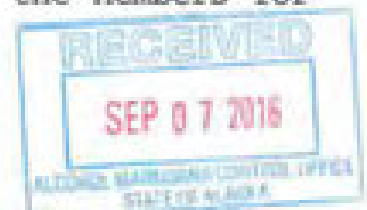
- (b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account shall be subtracted from taxable income or added to such taxable loss, as the case may be;
- (c) In the event the value at which any Company asset is reflected in Capital Accounts is adjusted pursuant to Regulations Section 1.704-1(b)(2)(iv)(i)(f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset;
- (d) Gain or loss resulting from any disposition of an asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the value at which the asset disposed of its property reflected in the Capital Accounts of the Members pursuant to Regulations Section 1.704-1(b)(2)(iv);
- (e) In lieu of depreciation, amortization, and other cost recovery deduction taken into account in computing taxable income or loss, there shall be taken into account depreciation, cost recovery, or amortization computed in accordance with Regulations Section 1.704-1(b)(2)(iv)(g)(3).

2.1.30 **Selling Member.** The term "Selling Member" has the meaning assigned to that term in Section 10.1.

2.1.31 **Substitute Member.** The term "Substitute Member" means an Assignee of a Membership Interest who is admitted as a Member pursuant to Article XII in place of a Member.

2.1.32 **Tax Matters Partner.** The term "Tax Matters Partner" means the Person designated pursuant to Section 9.2.

2.1.33 **Transaction.** The term "Transaction" means any transaction facilitated by the Company on behalf of any third parties designated as a separate Transaction by the Members for purposes of this Operating Agreement.



2.1.34 **Transaction Capital Account.** The term "Transaction Capital Account" means the account established on the books of the Company pursuant to Section 3.3.2.

2.1.35 **Transaction Schedule.** The term "Transaction Schedule" means the separate specific Transaction Schedule. Except as otherwise provided in writing by the Members, each Transaction Schedule will be subject to, incorporates, and includes all of the terms of this Agreement.

2.1.36 **Withdrawing Member.** The term "Withdrawing Member" means a Member who withdraws from the Company pursuant to Section 6.6.1.

ARTICLE III CAPITAL CONTRIBUTIONS

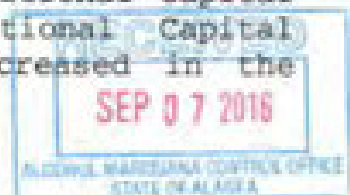
3.1 **Initial Capital Contributions.** Each Original Member has contributed to the Company such sums as are set forth on exhibit "A" hereto in immediately available funds ("Initial Capital Contribution").

3.2 Additional Capital Contributions.

3.2.1 **Mandatory Contributions.** Each Member shall make the additional capital contributions referenced on exhibit "A" as and when required pursuant to the terms set forth on exhibit "A".

3.2.2 **Timing of Additional Contributions.** Each Member shall have the option to continue to the Company, at such times as are determined by the Manager upon at least thirty days' prior written notice to the Members, such Member's proportionate share of any Capital Contributions, as may be called by the Manager from time to time ("Additional Capital Contributions"). For purposes of Section 3.2, a Member's proportionate share of Additional Capital Contributions at any time shall be equal to such Member's Percentage Interest at the time such Additional Capital Contribution is called by the Manager.

3.2.3 **Adjustments to Members' Capital Accounts and Percentage Interest.** Capital may be called in the form of additional equity to be made as Additional Capital Contributions in such amounts as may be determined by the Manager from time to time. No Members shall be required to make Additional Capital Contributions. If a Member makes an Additional Capital Contribution, its Capital Account shall be increased in the



manner provided by Section 3.3 and, when any Additional Capital Contribution is made, all Members' Percentage Interests shall be predetermined as follows: Each Member's Percentage Interest shall at any time be equal to the percentage equivalent of a fraction, the numerator of which is the aggregate amount of all Capital Contributions made by all Members through such date.

3.3 Maintenance. The Company shall maintain a Capital Account for each Member. The Capital Account of each Member shall be credited with the Initial Capital Contributions made by the Member, which amount shall be (a) increased by an Additional Capital Contribution made by the Member and any Profit allocated to Member pursuant to Sections 4.2 and 4.4; and (b) decreased by the amount of cash and the fair market value of any Company Property distributed to the Member pursuant to Section 4.4 and Losses allocated to the Member pursuant to Sections 4.3 and 4.4.

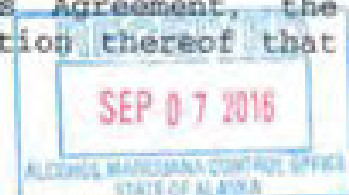
The Capital Account of a Member shall be debited for any distribution made to the Member in the year in which the distribution is made.

3.3.1 Transaction Capital Accounts. The Company shall maintain a separate Capital Account for each Member with respect to each Transaction set forth on a separate schedule attached to this Operating Agreement. The Transaction Capital Accounts of each Member for each specific Transaction will be aggregated for purposes of determining that Member's Capital Account and Distributions of Cash Available for Distribution set forth in Article IV for any Company Fiscal Year.

3.3.2 Non-Cash Capital Contributions. All Capital Contributions shall be in the form of cash, unless the Members approve the Company's acceptance of Capital Contributions in a form other than cash. If a Member makes, and the Company accepts, a Capital Contribution in a form other than cash, the Capital Account of the Member shall be increased by the fair market value of the Capital Contribution, as determined by a method adopted by the Manager.

3.3.3 Compliance with Treasury Regulations. Capital Accounts shall be maintained in accordance with Treasury Regulation Section 1.704-1(b) and shall be interpreted in a manner consistent with Treasury Regulation Section 1.704-1(b).

3.3.4 Assignment. Upon the Transfer of all or any part of a Member's Interest as permitted by this Agreement, the Capital Account of the transferor, or the portion thereof that



is attributable to the transferred Interest, shall carry over to the transferee, as prescribed in Treasury Regulation Section 1.704-1(b)(2)(iv).

3.3.5 Revaluation. At such times as may be required or permitted by Code Section 704 and any regulations thereunder, the Capital Accounts shall be revalued and adjusted to reflect the then fair market value of Company Property. The Capital Accounts shall be maintained in compliance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). All allocations of gain resulting from such revaluation shall be made consistently with Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and, to the extent not consistent therewith, provisions of Section 4.2 on the allocation of Profit.

3.4 Interest. The Capital Accounts shall not bear interest.

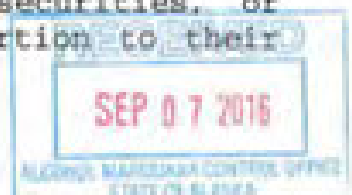
3.5 Loans. Except as otherwise provided by this Agreement, a Member or any Affiliate of a Member may make a loan to the Company in the event that the Manager has determined to borrow from the Members. A loan by a Member to the Company is not to be considered a Capital Contribution.

3.6 No Deficit Restoration Obligation. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 Distribution of Cash Available for Distribution. Except as provided in Section 12.5, the Company will distribute all of the Cash Available for Distribution, or property and securities (other than distributions on liquidation of the Company) as and when determined by the Manager, to the Members in the following order:

4.1.1 First, a Minimum Distribution to each Member with respect to and for each Fiscal Year of the Company during which the Company allocates net Profits to the Members. There can be no assurance, however, that such a distribution will be made, or if made, will fully satisfy a Member's tax liabilities attributable to allocations of taxable income hereunder. If the Company does not have sufficient cash, securities, or other property to make a Minimum Distribution to all Members, the Company will make such distribution of cash, securities, or other property to the Members pro rata in proportion to their



respective Minimum Distribution due under this Section 4.1.1. Any Minimum Distribution received by a Member shall be credited against and reduce the amount of distributions that such Member is otherwise entitled to receive under Sections 4.1.2 and 4.1.3 below.

4.1.2 Second, to the Members pro rata in accordance with their actual Capital Contributions made at equal times during the existence of the Company (otherwise first in time, first in right), until the Members have received distributions equal to their Capital Contributions to the Company.

4.1.3 Thereafter, to all of the Members pro rata in accordance with their Percentage Interests.

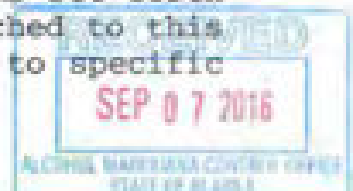
The Members agree that, except to the extent set forth on a Transaction Schedule, the Manager may distribute property in-kind to one or more Members as the Manager determines in its sole discretion. The Members further agree that distributions under Sections 4.1.2 and 4.1.3 will be made on Transaction-by-Transaction basis to the extent set forth on a separate specific Transaction Schedule for each such Transaction. Distributions to each Member with respect to specific Transactions will be aggregated for purposes of determining total distributions for any Company Fiscal Year.

4.2 Allocation of Profits. After giving effect to the special allocations set forth in Section 4.4 hereof, Profit for any Company Fiscal Year shall be allocated to the Members in accordance with their Percentage Interests.

4.3 Allocation of Losses. After giving effect to the special allocations set forth in Section 4.4 hereof, Losses for any Company Fiscal Year shall be allocated to the Members in accordance with their Percentage Interests.

4.4 Special Allocations.

4.4.1 Transaction Allocations. The Members intend to utilize the Company for a number of separate and distinct Transactions, as provided in Section 5.6.2 and otherwise in this Agreement. The Members may make special allocations of Profits and Losses from time to time as determined by the Members with respect to specific Transactions pursuant to the terms set forth on a separate and specific Transaction Schedule attached to this Agreement. Allocations to each Member with respect to specific



Transaction will be aggregated for purposes of allocating Profits and Losses for any Company Fiscal Year.

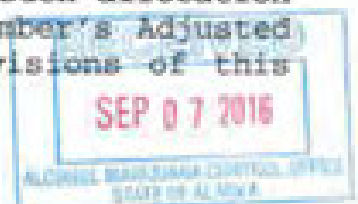
4.4.2 Minimum Gain Chargeback. Notwithstanding any other provision of this Agreement, if there is a net decrease in Company minimum gain [as defined in Regulations Section 1.704-2(d)(2)], items of income and gain shall be allocated to all Members in accordance with Regulations Section 1.704-2(f), and such allocations are intended to comply with the minimum gain chargeback requirements of Regulations Section 1.704-2 and shall be interpreted consistently therewith.

4.4.3 Section 704(c) Allocation. Solely for federal, state, and local income tax purposes and not for book or Capital Account purposes, depreciation, amortization, gain, or loss with respect to property that is properly reflected on the Company's books value that differs from its adjusted basis for federal income tax purposes shall be allocated in accordance with the principles and requirements of Code Section 704(c) and the Regulations promulgated thereunder, and in accordance with the requirements of the relevant provisions of the Regulations issued under Code Section 704(b). For Capital Account purposes, depreciation, amortization, gain, loss with respect to property that is properly reflected on the Company's books at a value that differs from its adjusted basis for tax purposes shall be determined in accordance with the rules of Regulations Section 1.704-1(b)(2)(iv)(g).

4.4.4 Risk of Loss Allocation. Any item of Member nonrecourse deduction [as defined in Regulation Section 1.704-2(i)(2)] with respect to a Member nonrecourse debt [as defined in Regulation Section 1.704-2(b)(4)] shall be allocated to the Member or Members who bear the economic risk of loss for such Member nonrecourse debt in accordance with Regulations Section 1.704-2(i)(1).

4.4.5 Allocation of Excess Nonrecourse Liabilities. For the purpose of determining each Member's share of Company nonrecourse liabilities pursuant to Regulations Section 1.752-3(a)(3), and solely for such purpose, each Member's interest in Company profits is hereby specified to be such Member's Company Interest.

4.4.6 Unexpected Allocations and Distributions. No allocation may be made to a Member to the extent such allocation causes or increases a deficit balance in such Member's Adjusted Capital Account. Notwithstanding any other provisions of this



Agreement except Sections 4.4.2 and 4.4.4 hereof, in the event that a Member unexpectedly receives an adjustment, allocation or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5), or (6) which results in such Member having negative Adjusted Capital Account balance (as determined above), then such Member shall be allocated items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Regulations, such negative balance in such Member's Adjusted Capital Account as quickly as possible. This provision is intended to satisfy the "qualified income offset" items of the Code.

4.4.7 Unreimbursed Business Expenses of Members. From time to time, a Member will require incurring certain expenses related to the trade or business of the Company for which the Company will not reimburse that Member. These expenses included, but are not limited to: (a) use of the Member's personal automobile for Company business; (b) meals and entertainment of persons who are clients or prospective clients of the Company; (c) professional organization dues, licenses, publications, etc. for the Member related to the Company's business; (d) use of a Member's personal computer (including software purchased for business purposes) or other office equipment on behalf of the Company; (e) conventions; or (f) charitable contributions.

Any Member, who has incurred unreimbursed expenditures which that Member has determined are appropriately documented and deductible as expenses related to the trade or business of the Company, shall notify the Treasurer of the Company of the total amount of these expenditures that the Member intends to deduct on their individual return.

The unreimbursed business expenses paid from the personal funds of a Member will be treated, for purposes of this Operating Agreement, as contribution to the capital of the Company with a corresponding allocation of the Company's deductions back to the capital of the contributing Member. It is the responsibility of the Member to maintain records to support any such expenditure.

4.5 Capital Accounts of Transferred Company Interest. Upon the transfer of all or any part of a Company Interest as permitted by this Operating Agreement, the Capital Account (or portion thereof) of transferor that is attributable to the transferred interest (or portion thereof) shall carry over to

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ALASKA BUSINESS CONTROL OFFICE
STATE OF ALASKA

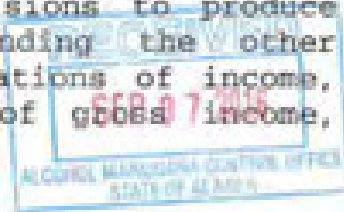
the transferee, as prescribed by Regulations Section 1.704-1(b)(2)(iv)(1).

4.6 Transfers During Taxable Year. All income, gain, loss, and deductions allocable pursuant to Sections 4.2, 4.3, and 4.4 hereof for a Fiscal Year with respect to any Interest which may have been transferred during such year shall be allocated between the transferor and transferee based upon the number of days that each was recognized by the Company, as the owner of such Interest, without regard to the results of Company operations during the particular days of such fiscal year and without regard to which cash distributions were made to the transferor or transferee, provided, however, that all income, gain, loss, and deductions so allocated as the result of a capital transaction shall be allocated to the recognized owner of the Interest for the day on which the capital transaction giving rise to such gain occurred.

4.7 Time of Allocation. The allocations set forth above shall be made as of the end of each Fiscal Year.

4.8 Right to Use Alternative Method of Calculations. Notwithstanding anything else in this Article IV, the Company shall have the right to use a different method of allocating Company income and loss if it is advised by the Company accountant or tax counsel that the method of allocation provided herein violates the Code of Regulations. The Manager shall notify each Member of any change in the method of allocating Company income or loss in accordance with this paragraph promptly after the occurrence thereof.

4.9 Adjustment of Capital Accounts. After all allocations for taxable year are made, Capital Accounts shall be adjusted by the Company to the extent necessary to comply with applicable laws, regulations, and administrative pronouncements. The tax allocation provisions of this Operating Agreement are intended to produce final Capital Account balances that are at levels ("Target Final Balances"), which permit liquidating distributions that are made in accordance with such final Capital Account balances to be equal to the distributions that would occur under Section 4.1. To the extent that the tax allocation provisions of this Agreement would not produce the Target Final Balances, the Members agree to take such actions as are necessary to amend such tax allocation provisions to produce such Target Account Balances. Notwithstanding the other provisions of this Operating Agreement, allocations of income, gain, loss, and deduction (including items of ~~gross~~ income,



gain, loss, and deduction) shall be made prospectively as necessary to produce such Target Final Balances (and, to the extent such prospective allocations would not effect such result, the prior tax returns of the Company shall be amended to reallocate items of gross, gain, loss, and deductions to produce such Target Final Balances).

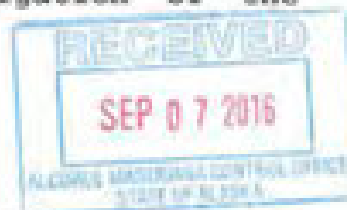
4.10 Change in Economic Arrangement. Notwithstanding any other provision of this Operating Agreement, if the Percentage Interest of any Member is adjusted at any time pursuant to the terms of this Operating Agreement, the Member whose Percentage interest is increased pursuant to such adjustment shall have the right to amend this Operating Agreement to take into account the revised economic arrangement of the Members, but only to the extent required to satisfy the tax allocation rules of Code Section 704 and the Regulations thereunder based on the opinion of legal counsel selected by such Member.

4.11 Tax Credits. All tax credits for federal or state income tax purposes shall be allocated in the same manner as Losses, except as otherwise provided by the Code or Treasury Regulations.

ARTICLE V MANAGEMENT AND OPERATION

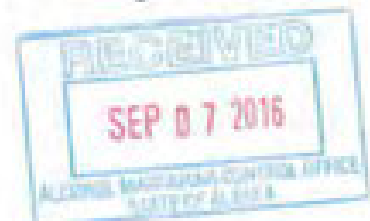
5.1 Manager.

5.1.1 Manager; Power and Authority. Except as otherwise expressly set forth herein, the management and control of the Company and its business shall be vested exclusively in the Manager and the Manager shall have all the rights, powers, and authority generally conferred under the Act or other applicable law, on behalf and in the name of the Company, to carry out any and all of the objects and purposes of the Company and to perform all acts and enter into, perform, negotiate, and execute any and all leases, documents, contracts, and agreements on behalf of the Company that the Manager, exercising sole discretion, deems necessary or desirable (including, without limitation, any mortgage, promissory note, or other documents evidencing or securing any loan benefiting the Company or Transaction). Except as otherwise expressly set forth herein, the consent or authorization of any Member shall not be required for any lease, document, contract, agreement, mortgage, or promissory note to be valid and binding obligation of the Company.



5.1.2 **Specific Authority.** Without limiting the generality of Subsection 5.1.1 and subject to the terms of Subsection 5.1.3, all Members agree that the Manager shall, exercising sole discretion, have the following rights and powers, except to the extent such rights and powers may be limited by other provisions of this Agreement:

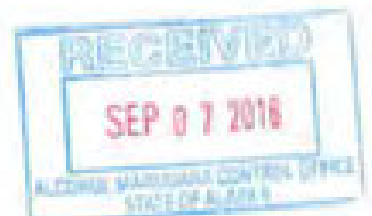
- (a) The making of any expenditure incurred in connection with the business of the Company;
- (b) The use of the assets of the Company in connection with the business of the Company;
- (c) The negotiation, execution, and performance of any contracts, conveyances, or other instruments;
- (d) The distribution of Company cash other than as required pursuant to any other provision of this Agreement;
- (e) The selection and dismissal of employees and outside attorneys, accountants, consultants, and contractors, and the determination of their compensation and other terms of employment or hiring;
- (f) The maintenance of insurance for the benefit of the Company and the Members;
- (g) The control of any matters affecting the rights and obligations of the Company, including the conduct of litigation and incurring of legal expense and the settlement of claims and litigations;
- (h) The indemnification of any person against liabilities and contingencies to the extent permitted by law;
- (i) The making or revoking of the elections referred to in Code Section 754 or any similar provision enacted in lieu thereof, or any corresponding provision of state tax laws (and each Member will, upon request of the Manager, supply the information necessary to properly give effect to such elections);
- (j) The filing of such amendments to the Articles as may be required or as Manager may deem necessary from time to time;



- (k) The filing on behalf of the Company of all required local, state, and federal tax returns and other documents relating to the Company.

5.1.3 **Limitations on Manager's Authority.** The following actions ("Major Decisions") shall require the approval of at least a majority in interest (unless otherwise provided in this Agreement) of all the Members:

- (a) Any amendment to this Agreement, which would (i) adversely affect the limited liability of the Members under the Act or under applicable law; or (ii) cause the Company to cease to be treated as partnership for federal or state income tax purposes;
- (b) The merger or consolidation of the Company with any other entity;
- (c) Any act in contravention of this Agreement;
- (d) Do any act which would make it impossible to carry on the ordinary business of the Company;
- (e) Possess Company property;
- (f) Make any loan to any Member;
- (g) Commingle the Company's funds with those of any other Person;
- (h) The acquisition, by purchase, lease, or otherwise, or sale of any real property;
- (i) The giving, granting, or entering into any options or sale contracts, mortgages, liens, other encumbrances, or pledges on or with respect to the Property, other than any easement, license, or right-of-way for purposes of acquiring services for the Property desirable in the conduct of the business of the Company;
- (j) Except for making borrowings from Members obtaining, accepting, increasing, modifying, refinancing, consolidating, or extending any loan or loan commitment;
- (k) Admission of any new Members;



- (1) Except as set forth in Section 5.8 below, entering into any agreement with any Member or affiliate of any Member or amending or terminating any such agreement that has previously been approved.

Any deadlock with respect to a Major Decision shall be resolved as provided in Article X hereof.

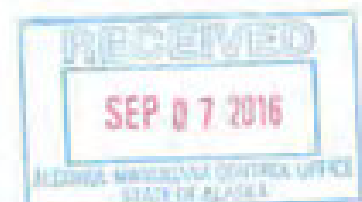
5.1.4 Appointment of Manager. The Members hereby appoint Shannon Lowry as the Manager, until removed in accordance with the provisions of Section 5.1.5, or until the Manager voluntarily resigns as Manager.

5.1.5 Removal of Manager. Any Class "A" Member or Class "B" Member shall have the right to remove the Manager, if (a) it has been finally determined by a court of competent jurisdiction, either at law or equity, that Manager has violated its fiduciary responsibilities to the Members and such violation shall cause a material adverse effect upon the Company; or (b) it has been finally determined by a court of competent jurisdiction, either at law or equity, that Manager has willfully or recklessly breached any material provision of this Agreement and such breach shall have caused or may reasonably be anticipated to cause a material adverse effect upon the Company.

5.1.6 Substitute Manager. After the removal of the Manager in accordance with Section 5.1.5, or after the resignation or death of the Manager, a majority of the Members shall select a substitute Manager. Such Substitute Manager shall, upon execution of all necessary agreements, have all the rights and obligations of the Manager under this Agreement.

5.1.7 Dealings with Members and Affiliates. Subject to any restrictions contained elsewhere in this Agreement, the Manager may, for, in the name and on behalf of, the Company, enter into agreement or contracts, including employment of any Member or Affiliate (in an independent capacity as distinguished from his or its capacity, if any, as a Member) to undertake and carry out the business of the Company as an independent contractor; and the Manager may obligate the Company to pay compensation for and on account of any such services, provided, however, that such compensation and services shall be on terms no less favorable to the Company than if such compensation and services were paid to and/or performed by Persons who were not Members or Affiliates.

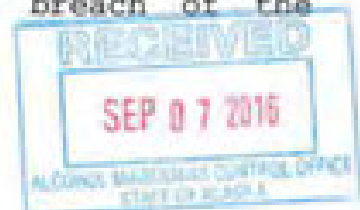
5.2 Tax Matters Member.



5.2.1 Description of Tax Matters Member. The Manager, so long as it is a Member, is designated the "tax matters partner" ("Tax Matters Member") as provided in Code Section 6231(a)(7) and corresponding provisions of applicable state law. This designation is effectively only for the purpose of activities performed pursuant to the Code, corresponding provisions of applicable state laws, and under this Agreement.

5.2.2 Indemnification of Tax Matters Member. The Company shall indemnify and reimburse the Tax Matters Member for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses, and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Members. The payment of all such expenses shall be made before any distributions are made to the Members hereunder, and before any discretionary reserves are set aside by the Manager. The taking of any action and incurring of any expense by the Tax Matters Member in connection with any such proceeding, except to the extent required by law, is a matter in the sole discretion of the Tax Matters Member, and the provisions hereof limiting the liability of and providing indemnification for the Manager shall be fully applicable to the Tax Matters Member in his capacity as such.

5.3 Exculpation of Manager. Neither the Manager, its Affiliates, nor any officer, director, member, partner, principal, shareholder, employee, agent, accountant, or attorney of the Manager or its Affiliate (each of the foregoing, other than Manager, a "Related Party"), shall be liable, responsible, or accountable, whether directly or indirectly, in contract, tort, or otherwise, to the Company to any other Member or any Affiliate thereof for any losses, claims, damages, liabilities, or expenses (collectively, "Damages") asserted against, suffered, or incurred by any of them rising out of, relating to, or in connection with any action taken or omitted by the Manager or any Related Party in good faith and in manner reasonably believed by the Manager or such Related Party to be in or not opposed to the best interests of the Company, including, without limitation, in connection with (a) the management or conduct of the business of the Company or any other Person in which the Company has or had made an investment (debt or equity) or otherwise has or had an interest; and (b) the management and conduct of the business and affairs of the Manager, provided, however, that such action or omission did not constitute gross misconduct or gross negligence or a material breach of the Manager's obligations under this Agreement.



5.4 Indemnification of Manager. The Company shall indemnify the Manager as provided in Article VII below.

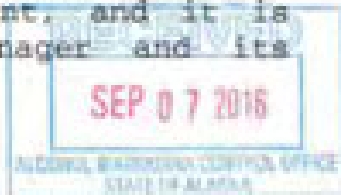
5.5 Reimbursement of Costs. The Manager shall be entitled to receive from the Company out-of-Company funds available therefore reimbursement of reasonable out-of-pocket expenses expended by the Manager in the performance of its duties hereunder.

5.6 Other Activities.

5.6.1 Concurrent Activities. Any Member, and any Affiliate, or Related Party thereof, may engage in or possess an interest in other business ventures of any nature or description, independently or with others, whether such ventures are competitive with the Company or otherwise, and the pursuit of such ventures shall not be wrongful or improper, and neither the Company nor any Member shall have any virtue of this Agreement in or to any of such ventures, or in or to the income, gains, losses, or deductions derived or to be derived therefrom.

5.6.2 No Obligation to Offer: Specific Transactions. None of the Manager, any Related Party, or any Member shall be obligated to offer or present any particular investment or business opportunity to the Company, even where such opportunity is of character which, if presented to the Company, could be taken and exploited by the Company, but rather the Manager, Related Parties, and the Members shall have the right to take for their own account or to recommend to others any such particular investment or business opportunity. Notwithstanding anything to the contrary herein, the Manager or any Member may present any such opportunity to the Company as a Transaction for the Company to pursue or participate as an investor, broker, advisor, consultant, or otherwise. In such event, if the economic interests of the Members (the Manager, if applicable) vary from the allocations of Profit and Loss set forth herein, the Members (and Manager if applicable) will execute a separate Transaction Schedule for each such Transaction to the extent necessary to modify the rights of the parties therein.

5.6.3 Time Commitment. The Manager and its principals will devote so much of their time to the business of the Company as, in their sole discretion, will be required for the proper performance of their duties under this Agreement, and it is expressly understood and agreed that the Manager and its



principals shall not be required to devote their entire time to the business of the Company.

**ARTICLE VI
MEMBERS**

6.1 Rights of Members. In addition to the other rights to which Members are entitled pursuant to the Act or the Articles, the Members shall have the right to vote on the matters, which are required by this Agreement to be approved by the Members.

6.2 Restrictions on Powers. Except as set forth in this Operating Agreement, no individual Member, agent, or employee has the power or authority to act on behalf of or to bind the Company or any other Member, to pledge the Company's credit, or to render the Company liable pecuniary for any purposes. A Member shall not take any action, which would change the Company to a general partnership, change the limited liability of a Member, or affect the status of the Company for federal income tax purposes.

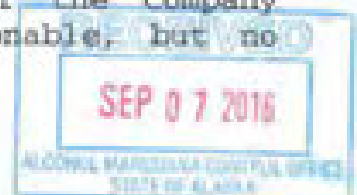
Notwithstanding, the Manager may authorize any Member to execute one or more agreements, or to take any other action specifically authorized by the Manager, on behalf of the Company. All such authorizations must be in writing, signed by the Manager.

6.3 Member's Other Rights. A Member shall also have the following rights in addition to all other right under the Act as set forth in this Operating Agreement:

6.3.1 Right to Inspect and Copy Certain Company Records. Each Member may inspect and copy, during ordinary business hours, at the reasonable request and expense of such Member, any of the Company records required to be kept at the Company's principal place of business pursuant to Section 8.1 of this Agreement.

6.3.2 Right to Obtain Information Regarding Financial Condition. A Member shall have the right from time to time, upon reasonable demand, to obtain true and full information regarding the state of the business and financial condition of the Company.

6.3.3 Right to an Accounting. A Member shall have the right to have an accounting of the affairs of the Company whenever circumstances render it just and reasonable, but no more often than semi-annually.



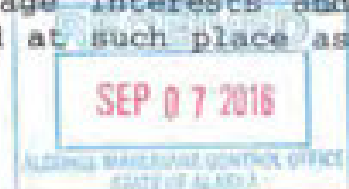
6.3.4 Potential Acquisition of the Company. If at any time any Member or one of the Members is approached by any person or entity which desires to (a) acquire all the equity interests of the Company; (b) merge or consolidate with the company; or (c) acquire substantially all of the assets of the Company (a "Sale Transaction"), each Member shall promptly be informed of all material facts related thereto. The Company shall not enter into a definitive agreement providing for a Sale Transaction, or a letter of intent, or other document which precludes the Company (either temporarily or permanently) from accepting an offer from a Member to enter into a Sale Transaction until such time as the definitive agreement, letter of intent, or other document has been made available at the principal office of the Company after notice to each Member, either by telephone, facsimile, or other means of delivery reasonably expected to reach such Member within twenty-four hours, and forty-eight hours have passed since notice of the proposed definitive agreement, letter of intent, or other document has been given to all Members.

6.4 Meetings.

6.4.1 Regular Meetings. Regular Meetings of the Members shall be held on such dates, at such times, and at such places as may be established by, and publicized among, the Members. Not less than thirty days', not more than sixty days' notice of a regular meeting shall be given to each Member. Notice shall specify the place, day, and hour of the meeting and shall include an agenda of the matters to be considered at such meeting.

6.4.2 Special Meetings. A special meeting may be called for any purpose or purposes by any Member or Members holding at least ten percent of the Percentage Interests and shall be held on such date, at such time, and at such place as may be established by the Member or the Members, as the case may be, calling the special meeting. Not less than seven days', not more than fifteen days' notice of any special meeting shall be given to each Member. Notice shall specify the place, day, and hour of the meeting and shall include an agenda of the matters to be considered at such meeting.

6.4.3 Emergency Meetings. An emergency meeting may be called for any purpose or purposes by any Member or Members holding at least ten percent of the Percentage Interests and shall be held on such date, at such time, and at such place as



may be established by the Member or the Members, as the case may be, calling the emergency meeting. Twenty-four hours' notice of any emergency meeting shall be given to each Member. The purpose or purposes for which an emergency meeting is called shall be stated in the notice.

6.4.4 Quorum. Except as otherwise set forth in this Operating Agreement, at any meeting, Members representing at least a majority of the Percentage Interests shall constitute a quorum for all purposes. If a quorum fails to attend any meeting, the Members present may adjourn the meeting to another date, time, and place with notice to the Members given in the same manner as for an Emergency Meeting. Each Member shall have the right to determine for itself who shall represent it at meetings of the Members.

6.4.5 Voting by Members. Each Member shall be entitled to vote in proportion to such Member's Percentage Interest on all matters submitted to the Members. Except as otherwise provided in this Agreement, all matters submitted to the Members shall require approval by the affirmative vote of Members representing a majority of the Percentage interests. If a Member's interest in the Company stands of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or if two or more persons have the same fiduciary relationship respecting the Member's interest in the Company, unless the Secretary of the Company is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts in respect to voting shall have the following effect:

(a) If only one votes, his/her act binds all;

(b) If more than one vote, the act of the majority so voting binds all;

(c) If more than one vote, but the vote is evenly split on any particular matter, each fraction may vote the Member's interest in question proportionately. If the instrument so filed shows that any such tenancy is held in unequal interests, a majority or even split in interest.

6.4.6 Waiver of Notice. Whenever notice is required to be given to a Member, (a) a waiver in writing signed by a Member, whether before or after the time stated in the notice,

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is equivalent to giving of notice; and (b) a Member's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting, unless such Member at the beginning of the meeting objects to holding, to transacting business at, the meeting; and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, if any, unless such person objects to considering the matter when it is presented.

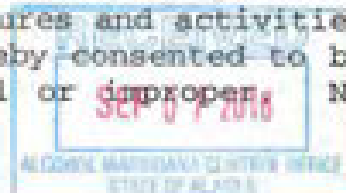
6.4.7 Participation by Conference Telephone. The Members may participate in a meeting by means of conference telephone or other similar communications equipment that enables all the Members participating in the meeting to hear each other. Such participation constitutes presence in person at the meeting.

6.4.8 Written Consents. Action may be taken by the Members without a meeting if all of the Members consent to such action in writing, and the writing or writings are filed with the minutes of the proceedings of the Members. Any consent of the Members may be executed in counterparts. Each counterpart shall constitute an original, and all the counterparts together shall constitute a single consent of the Members.

6.5 Limitation of Liability. Notwithstanding anything else contained in this Agreement, a person who is a Member is not liable solely by reason of being a Member under judgment, decree, order of court, or in any other manner, for a debt, obligation, or liability of the Company (whether arising in contract, tort, or otherwise) or for the acts or omissions for any other Member, agent, or employee of the Company.

6.5.1 Member Has No Exclusive Duty to Company. No Member shall be required to manage or be involved in the affairs of the Company as its, his, or her sole and exclusive function and it, he, or she may have other business interests and may engage in other activities in addition to those relating to the Company.

6.5.2 Other Business Ventures of Member. Any Member or Affiliate of a Member may engage independently or with others in other business ventures of every nature or description. Neither in the Company nor any Member shall have any right by virtue of this Operating Agreement or the relationship created hereby in or to any other ventures or activities in which any Member or Affiliate of a Member is involved or to the income or proceeds derived therefrom. The pursuit of other ventures and activities by Members and Affiliates of a Member is hereby consented to by the Members and shall not be deemed wrongful or improper. No



Member or Affiliate of a Member shall be obligated to present any particular business or investment opportunity to the Company even if such opportunity is of a character which, if presented to the Company, could be taken by the Company. See Section 5.6.2 above with respect to Transactions offered to the Company.

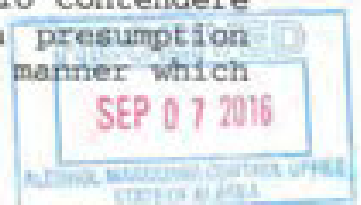
6.6 Withdrawal.

6.6.1 **Withdrawal Upon Notice.** A Member may withdraw from the Company at any time by sending at least ninety days' prior written notice of such Member's intent to withdraw to the other Members. Such notice shall state the effective date of the withdrawal. A Member who withdraws shall be referred to as a "Withdrawing Member".

6.6.2 **Obligations Following Withdrawal.** Withdrawal from the Company, in and of itself, shall under no circumstances relieve a Member of its obligations: (a) to fulfill its contractual obligations to the Company or to others incurred or accepted prior to the Members' providing notice of its intent to withdraw from the Company; or (b) to comply with its obligations under Section 14.1.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** The Company shall indemnify and hold harmless any Person and their Affiliates who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Manager or Member or officer of the Company, or is or was serving the Company with a contractual commitment of indemnification, against expenses (including attorney's fees reasonable for the city of the principal office of the Company), losses, costs, damages, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself create a presumption that the Person did not act in good faith and in a manner which

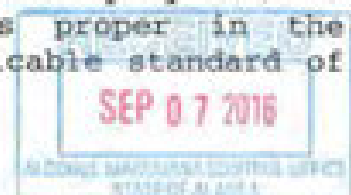


he/she reasonably believed to be in or not opposed to the interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

The Company shall indemnify and hold harmless any Person and their Affiliates who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that it, he, or she, or was Manager, a Member or officer of the Company, against expenses (including attorney's fees reasonable for the city of the principal office of the Company) and amounts paid in settlement actually and reasonably incurred by him/her in connection with the defense or settlement of the action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the interests of the Company; except that no indemnification shall be made in respect of any claim, issue, or matter as to which such Person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Company or as to which such Person shall have been adjudged to be liable on the basis that personal benefit was improperly received by him/her unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, the Person is fairly and reasonably entitled to indemnity for such expenses which court shall deem proper.

To the extent that a Manager, Member, or officer of the Company or any other person serving the Company with a contractual commitment of indemnification has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to herein, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses, including attorney's fees reasonable for the city of principal office of the Company, actually and reasonably incurred by him/her in connection with the action, suit, or proceeding.

7.2 Authorization by the Members. Any indemnification hereunder shall be made by the Company upon the occurrence of either one of the following: (a) authorization in the specific case upon a determination that indemnification of the Manager, Member, officer, or other person serving the Company with a contractual commitment of indemnification is proper in the circumstances because he/she has met the applicable standard of

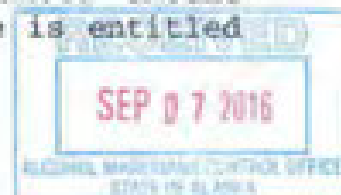


conduct set forth in this Article VII; or (b) issuance of a final court judgment or order requiring indemnification or stating that it would be lawful in the specific case. The determination described in Section 7.2(a) shall be made by the Members by a vote of Members holding at least two-thirds of the Percentage Interests.

7.3 Cooperation of Indemnity. Any Person seeking indemnification pursuant to this Article VII shall promptly notify the Company of any action, suit, or proceeding for which indemnification is sought and shall in all ways cooperate fully with the Company and its insurer, if any, in their efforts to determine whether or not indemnification is proper in the circumstances, given the applicable standard of conduct set forth in this Article VII.

Any Person seeking indemnification pursuant to this Article VII other than with respect to (a) a criminal action, suit, or proceeding; or (b) an action, suit, or proceeding by or in the right of the Company, shall (i) allow the Company and/or its insurer the right to assume direction and control of the defense thereof, if they elect to do so, including the right to select or approve defense counsel; (ii) allow the Company and/or its insurer the right to settle such actions, suits, or proceedings at the sole discretion of the Company and/or its insurer; and (iii) cooperate fully with the Company and its insurer in defending against, and settling such actions, suits, or proceedings.

7.4 Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding brought other than by the Company shall be paid by the Company in advance until earlier to occur of (a) the final disposition of the action, suit, or proceeding in the specific case; or (b) a determination by the Members that indemnification is not proper under the circumstances because the applicable standard of conduct set forth in Article VII has not been met. Expenses incurred in defending a civil or criminal action, suit, or proceeding brought by the Company may be paid by the Company in advance of final disposition of the action, suit, or proceeding, as authorized by the Members in their sole discretion in the specific case. Any advance of expenses shall not commence until receipt by the Members of an undertaking by or on behalf of the individual seeking such advance to repay any advanced amount unless it shall ultimately be determined that he/she is entitled



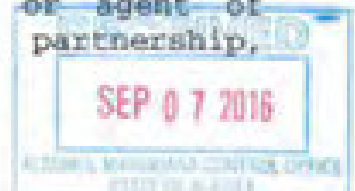
to be indemnified by the Company as authorized in this Article VII.

7.5 Non-Exclusivity. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Act, the Articles, or this Operating Agreement, or any agreement, vote of Members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to Person who has ceased to be a Member, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such Person.

7.6 Insurance. The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, officer, employee, or agent of the Company, or was serving the Company with a contractual commitment of indemnification, or is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Company would have the power to indemnify him/her against such liability under provisions of the Act, as amended from time to time.

7.7 Additional Indemnification. The Company may provide further indemnity, in addition to the indemnity provided by this Article VII to any Person who is or was a Manager, Member, or officer of the Company, or is or was serving the Company with a contractual commitment of indemnification, or is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, provided that no such indemnity shall indemnify any Person from or on account of such Person's conduct which finally adjudged to have been knowingly fraudulent, deliberately dishonest, or will misconduct.

7.8 Set-off. The Company's indemnity of any Person who is or was a Manager, Member, or officer of the Company, or is or was serving the Company with contractual commitment of indemnification, or is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership,



joint venture, trust, or other enterprise, shall be reduced by any amounts such Person may collect as indemnification (a) under any policy of insurance purchased and maintained on his/her behalf by the Company; or (b) from such other limited liability company, corporation, partnership, joint venture, trust, or other enterprise, or from insurance purchased by any of them.

7.9 Limitation. Nothing contained in this Article VII, or elsewhere in this agreement, shall operate to indemnify any Manager, Member, officer, or other Person if such indemnification is for any reason contrary to law, either as a matter of public policy, or under the provisions of the Federal Securities Act of 1933, the Securities Exchange Act of 1934, or any other applicable state or federal law.

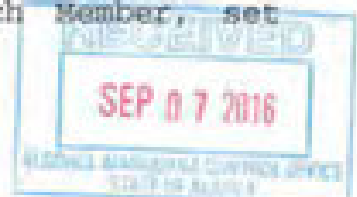
7.10 Constituent Entities. For purposes of this Article VII, references to "the Company" include all constituent entities absorbed in a consolidation or merger as well as the resulting or surviving entity so that any Person who is or was a member, manager, director, officer, employee, or agent of such a constituent entity or was serving at the request of such constituent entity as a member, manager, director, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under provisions of this Article VII with respect to the resulting or surviving entity in the same capacity.

7.11 Amendment. This Article VII may be hereafter amended or repealed, provided, however, that no amendment or repeal shall reduce, terminate, or otherwise adversely affect the right of a Person entitled to obtain indemnification hereunder with respect to acts or omissions of such Person occurring prior to the effective date of such amendment or repeal.

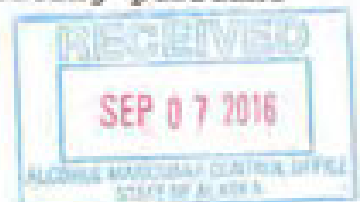
**ARTICLE VIII
BOOKS, ACCOUNTING, AND REPORTS**

8.1 Books and Records. The Company shall maintain appropriate books and records with respect to the business and affairs of the Company. The Company shall keep its books and records at the principal office of the Company. Such books and records shall include, without limitation, the following:

- (a) A current and a past list, setting forth the full names and last known addresses of each Member, set forth in alphabetical order;



- (b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or amendments have been executed;
- (c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years or such longer period as may be required by law, or, if such returns and reports were not prepared for any reason, copies of the information and records provided to, or which should have been provided to, the Members to enable them to prepare their federal, state, and local tax returns for such period;
- (d) Copies of the current effective Company operating agreement, together with all amendments thereto, and copies of any Company operating agreements no longer in effect;
- (e) Copies of any financial statements of the Company for the three most recent years or such longer period as may be required by law;
- (f) A writing setting forth the amount of cash and a statement of the agreed value of other property or services contributed by each Member, and the times at which or events upon happening of which additional contributions agreed to be made by the Member are to be made;
- (g) Copies of any written promises by a Member to make a Capital Contribution to the Company;
- (h) Copies of any written consents by the Members to admit any Person other than an Original Member as a Member of the Company;
- (i) Copies of any written consents by the Members to continue the Company upon an event of withdrawal or disqualification of any Member;
- (j) Copies of any other instruments or documents reflecting matters required to be in writing pursuant to the terms of this Agreement.



8.2 **Accounting.** The books and records of the Company shall be maintained on the basis of reasonable accounting methods, consistently applied.

For purposes of determining Capital Accounts, the books and records of the Company shall be maintained in accordance with Code Section 704, this Agreement and, to the extent not inconsistent therewith, generally accepted accounting principals for financial reporting purposes.

Annual financial statements shall be provided to the Members.

8.3 **Fiscal Period.** The Fiscal Period of the Company shall be the calendar year.

ARTICLE IX TAX MATTERS

9.1 **Taxable Year.** The taxable year of the Company shall be the calendar year.

9.2 **Tax Controversies.** Each Member shall cooperate with the Tax Matters Partner and shall take, or refrain from taking, any action reasonably required by the Tax Matters Partner in connection with any such examination.

9.3 **Taxation as a Partnership.** Neither the Company nor any Manager or Member shall take any action that would cause the Company to be excluded from the application of any provision of Subchapter "K", Chapter 1 of Subtitle "A" of the Code or any similar provision of any state tax laws.

ARTICLE X ASSIGNMENT OF MEMBERSHIP INTERESTS

10.1 **Right of First Refusal.** If a Member desires to sell part or all of its Interest in the Company to a third party, the Member ("Selling Member") must send notice to the other Members of such and send with that notice a copy of a bona fide legally binding contract to purchase, which contract shall be contingent on this right of first refusal. The other Members have the option within fifteen days after receipt of such notice to exercise this right to purchase all of the Selling Member's Interest in the Company, by sending written notice of such option to the Selling Member. Upon exercise of the option to purchase, the purchasing Members shall purchase all of the

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interest the Selling Member is selling to the third party in the Company within thirty days after notification to the Selling Member of the exercise of the option, and such purchase shall be at the price and for the terms set forth in the notice and bona fide contract. As an alternative, if the Selling Member is selling less than all of its interest in the Company, the other Members have the option to join with the Selling Member and sell the same portion of their Interest in the Company that the Selling Member is selling, by sending written notice of such option to the Selling Member, within fifteen days after receipt of notice from the Selling Member that the Selling Member plans to sell less than all its Interest. If neither option is exercised, the Selling Member shall be free to sell its Interest, subject to the other provisions of this Article XI, according to the notice within sixty days after giving the initial notice, but if not so sold within that time frame, the Selling Member cannot otherwise sell Interest without complying with the provisions of this section again.

10.2 Right to Purchase under Other Circumstances. If a Member (a) fails to make any capital contribution when due and does not cure such default within sixty days; (b) allows a transfer or attempted transaction in violation of Section 10.4 and 10.5; or (c) becomes bankrupt (hereinafter all referred to as a "Defaulting Member"), then the other Members have the option to purchase all of the Defaulting Member's Interest in the Company within sixty days after receiving notice of such event from the Defaulting Member or after learning through actual personal knowledge of such event. That option shall be exercised by the other Members in writing to the Defaulting Member and any legal representative or successor-in-interest of the Default Member known to the purchasing Members. Upon exercise of the option to purchase, the purchasing Members shall purchase all the Defaulting Members' interest in the Company within sixty days after notification to the Defaulting Member of its legal representative or successor-in-interest of the exercise of the option. The Purchase Price is that set out in Section 10.3 below.

10.3 Purchase Price and Payment Thereof. The Purchase Price as referred to in Section 10.2 of this Agreement shall be the Member's Percentage Interest, whose Percentage Interest is being purchased, times the value of the entire Company.

The value of the Company will be determined by a qualified independent appraiser selected by the independent auditors of the Company. The appraiser will value the Interest being

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ACCOUNTING SERVICES CENTER OFFICE
STATE OF A.I.L.L.A.

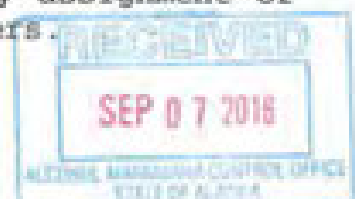
purchased by applying the discounts and other factors deemed appropriate by the appraiser in their sole discretion.

If the Company or remaining Members elect to purchase a Member's Interest under Section 10.1 and 10.2, those Members remaining, other than the Member whose Interest is being purchased, may vote, by Members holding at least two-thirds of the Percentage Interests, to either (a) dissolve and liquidate the Company as to provided below; or (b) redeem the Selling Member by delivering to that Member twenty-five percent of the purchase price determined for that Member's Interest, and a promissory note for the balance, payable in quarterly installments of principal and accrued interest at the rate below, for a term not to exceed five years, as determined by the remaining Members in their sole discretion. Any such promissory note shall bear interest at the legal rate for the State of Alaska. This note shall be secured by the assets of the Company but will be nonrecourse to the Members. The Company shall have the right to prepay this amount in whole or in part at any time. If two or more Members are receiving payments for their purchased interest by the Company, the Company may, at its option, limit the total quarterly payment, notwithstanding the foregoing, to the net cash flow, less working capital reserves reasonably determined necessary by the Members, each quarter.

If the Company exercises the option to liquidate, no Member, or former Member holding a note as provided above, shall have the right to additional payments from the Company, and the Company and the Members shall cooperate in selling the property with/without a real estate broker. In no event shall the property be sold to any Member or any entity in which a Member has an economic interest or option to have an economic interest, without the consent of all interested Members. The Company shall, to the extent of its assets, pay in full the principal balance of the note(s) outstanding, before distributing the remaining assets to the current Members.

There shall be subtracted from the Purchase Price any net amount owed by the Defaulting or Selling Member to the Company or the remaining Members, plus any damages caused, including reasonable attorney's fees, excess interest costs, or otherwise caused by the Defaulting Member's breach of the terms of this Agreement.

The Selling Member shall deliver a warranty assignment of its Interest, free and clear of all claims of others.



10.4 Prohibitions on Assignments and Transfers. Notwithstanding any other provision of this Operating Agreement, no Member may assign or otherwise transfer the Membership Interest of the Member unless:

10.4.1 Consent to Other Members. Members representing two-thirds of the Percentage Interests owned by the non-transferring Members in the Company must have consented in writing to such transfer or assignment. A Member may grant or withhold the Member's consent, in the Member's sole discretion.

10.4.2 Agreement by Assignee or Transferee. The Members and Assignee must have executed and delivered such documents as may be required by this Agreement to evidence that the Assignee is bound by this Agreement.

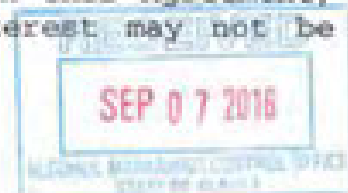
10.4.3 Opinion of Counsel. The Company must have received, or waived the receipt of, an Opinion of Counsel that such assignment or transfer would not materially adversely affect the classification of the Company as a partnership for federal and state income tax purposes, and an Opinion of Counsel or an opinion in a form acceptable to the Company of other counsel acceptable to the Company, that such assignment or transfer could lawfully be made without registration under the Securities Act of 1933 or any state securities law.

10.4.4 Payment of Costs and Expenses. The Assignee must have paid all costs and expenses incurred by the Company in connection with admission of the Assignee as a Substitute Member, including, without limitation, reasonable attorney's fees.

10.4.5 Other Requirements. The assigning or transferring Member and the Assignee must have fulfilled all of the other requirements of this Agreement.

10.5 General Conditions of Assignment and Transfer. The Company is not required to recognize, for any purpose, any assignment or transfer unless and until a duly executed and acknowledged counterpart of the instrument of assignment, which instrument evidences the written acceptance by the Assignee of all the terms and provisions of this Agreement and represents that such assignment or transfer was made in accordance with all applicable laws and regulations, is delivered to the Company.

Notwithstanding anything else contained in this Agreement, an assignment or transfer of a Membership Interest may not be



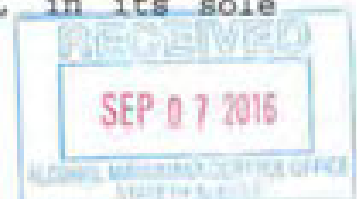
made if such assignment or transfer (a) would violate any applicable laws or regulations; (b) would materially adversely affect the classification of the Company as a partnership for federal or state income tax purposes; or (c) would affect qualification of the Company as a limited liability company under the Act.

Upon an assignment or transfer of a Membership Interest in the Company, the Assignee may apply to become a Substitute Member with respect to the Membership Interest assigned or transferred to the Assignee. The Assignee shall continue to be an Assignee and shall not become a Substitute Member unless and until the conditions of Section 10.4 have been met. An Assignee shall be admitted as a Substitute Member effective on the date on which all such conditions have been satisfied. Any Member who assigns or transfers all of the Membership Interest of the Member shall cease to be a Member of the Company upon the assignment or transfer in, or with respect to, the Company (whether or not the Assignee of such former Member is admitted to the Company as a Substitute Member), provided, however, such Member shall continue to be subject to those obligations imposed upon Withdrawing Members pursuant to Section 6.6.2.

10.6 Covered Transactions. Every transaction by which a Member assigns or transfers a Membership Interest, or any interest therein, by operation of law or otherwise, is subject to this Article X. The transactions covered by this Article X include, without limitation, any assignment, disposition, encumbrance, gift, hypothecation, pledge, or sale.

10.7 Prohibited Transfers Void. Any purported assignment or transfer in violation of this Article X shall be null and void. If for any reason any such assignment or transfer is not null and void, the Assignee shall not be deemed a Substitute Member and shall have no right to participate in the business or affairs of the Company as a Member, but instead shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which the assigning transferring Member would otherwise be entitled at the time the assigning Member would be entitled to receive the same.

10.8 Deadlock. If a Class "A" Member requests that the Class "B" Member approve any action that requires the approval of such Members and the Class "B" Members refused to grant such approval, then the Class "A" Member may declare, in its sole



discretion, that the Class "A" Member and the Class "B" Members have reached a deadlock with regard to such action ("Deadlock").

10.9 Buy-Sell Right. If such Members have reached a Deadlock, the Class "A" Member ("Initiating Member") may initiate the buy-sell procedure herein after described ("Buy-Sell Right") by giving written notice ("Initiation Notice") thereof to the Class "B" Members. The Initiation Notice shall state a purchase price ("Unit Purchase Price") that the Initiating Member designates for a one percent ("Unit") and shall state the Initiating Member is prepared either to purchase the entire Interest of the non-Initiating Member for the Purchase Price (as calculated below) or to sell the entire Interest held by the Initiating Member to the non-Initiating Member for the Purchase Price. The Purchase Price for the applicable Interest shall be calculated by multiplying the unit Purchase Price by the number of Units in such Interest. The non-Initiating Member shall have thirty days after the date of such notice from the Initiating Member to elect to either sell its Interest or buy the Interest of the Initiating Member on the above terms. If the non-Initiating Member does not make any election within said period, it shall be deemed to have elected to sell its Interest on such terms.

The closing of the sale shall take place not less than fifteen days, not more than forty-five days from the end of the said thirty-day period at a time and place designated by the purchasing Member ("Purchasing Member"). As part of the closing, the Purchasing Member shall pay to the selling Member the outstanding balance, if any, of any loans made by the selling Member to the Company. The purchase price shall be paid pursuant to the terms set forth in Section 10.3 above. The selling Member shall deliver a warranty assignment of its Interest free and clear of all claims of others.

If the Purchasing Member fails to purchase the other Member's Interest ("Non-Purchasing Member") on or before the closing date, the Purchasing Member shall be in default hereunder and the Non-Purchasing Member shall have the right, but not the obligation, to purchase the Purchasing Member's Interest for a price equal to fifty percent of the Purchase Price calculated above, the closing of which shall occur on a date to be determined by the non-defaulting Non-Purchasing Member.

10.10 Release and Indemnification. As a condition to the closing of the foregoing transactions, the purchasing Member shall deliver or cause to be delivered to the selling Member (a)

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a release of the selling Member by the Company and the Purchasing Member, pursuant to which the Company and the purchasing Member shall release the selling Member from any and all obligations and liabilities with respect to the Company and shall covenant not to sue the selling Member with respect to any such obligations and liabilities, except that such release shall not extend to claims and actions brought against the selling Member with respect to activities of the selling Member beyond the scope of such selling Member's authority as a Member; (b) an indemnification executed by the Company and the purchasing Member benefit of the selling Member, pursuant to which the Company and the purchasing Member shall agree to defend, indemnify, and hold harmless the selling Member from and against any and all loss, costs, expense, and liability arising out of claims and actions brought by third parties against the selling Member beyond the scope of the selling Member's authority as a Member; and (c) a release of the selling Member executed by any and all lenders of the Company, pursuant to which such lenders shall release the selling Member from any and all liability and obligations arising under any notes, mortgages, guarantees, and other loan documents executed in connection with any loans made to the Company.

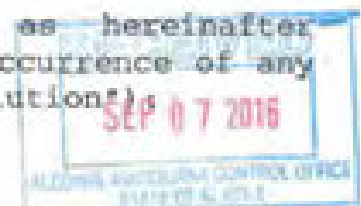
**ARTICLE XI
ADMISSION OF MEMBERS TO THE COMPANY**

The Company may admit a Person (other than an Original Member or a Substitute Member) as a Member. A Person may be admitted as a Member under this Article XII only upon (a) approval of such admission and the terms and conditions of such admission, including without limitation, appropriate amendments to this Agreement by the affirmative vote of Members representing two-thirds of the Percentage Interests; (b) an initial capital contribution in an amount determined by Members representing two-thirds of the Percentage Interests; and (c) agreement by Members representing two-thirds of the Percentage Interests as to the necessary amendments to this Agreement to allow for additional membership in the Company.

**ARTICLE XII
DISSOLUTION AND LIQUIDATION**

12.1 (Intentionally left blank.)

12.2 **Dissolution of the Company.** Except as hereinafter provided, the Company shall dissolve upon the occurrence of any of the following events (each an "Event of Dissolution"):

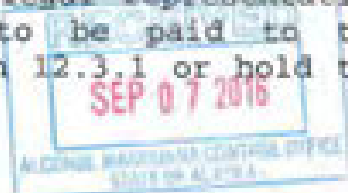


- (a) The occurrence of any event of withdrawal set forth in the Act but only to the extent required by the Act;
- (b) The expiration of the term of the Company as provided in Section 1.4; or
- (c) Upon the written consent of Members holding two-thirds of the Percentage Interests.

The Company shall thereafter conduct only activities necessary to wind up its affairs, provided, however, that the remaining Member or Members shall have the right to continue the business and affairs of the Company by electing to continue the business and affairs of the Company by the affirmative vote of Members representing two-thirds of the Percentage Interests of the remaining Members, and if there remains only one Member, causing a second Person to be admitted as a Member. The remaining Member or Members shall exercise this right within ninety days after the occurrence of an Event of Dissolution.

12.3 Election to Continue Company. If an election to continue the Company is made following an Event of Dissolution, the Company shall continue until the expiration of the term for which it was originally formed or until the occurrence of another Event of Dissolution, in which event remaining Members shall again elect whether to continue the Company pursuant to Section 12.2.

12.3.1 If an election to continue the Company is made following an Event of Dissolution occasioned by the disqualification of a Member pursuant to Section 12.1, then, subject to Section 12.6 and the Disqualified Member's fulfillment of all of its obligations under this Agreement and under any other extant agreements between the Disqualified Member and the Company, the Disqualified Member shall be entitled to receive from the Company, within twenty-four months after the Event of Dissolution, without interest, an amount equal to the Capital Account of Disqualified Member, as of the end of the calendar month immediately preceding the occurrence of the Event of Dissolution, provided, however, if a natural person becomes a Disqualified Member as a result of such person's death or mental incompetence, the legal representative of the Disqualified Member shall have the right within ninety days from the date of appointment of such legal representative to elect to either receive the amount to be paid to the Disqualified Member pursuant to this Section 12.3.1 or hold the



Disqualified Member's Interest in the Company, in which case the Disqualified Member or his legal representative shall be considered an Assignee, not a Member, of the Company and entitled to all of the rights of an Assignee. If the election is not made in writing by the ninety-first day from the date of the appointment of such legal representative, the Disqualified Member or his legal representative shall receive the amount to be paid under this Section 12.3.1.

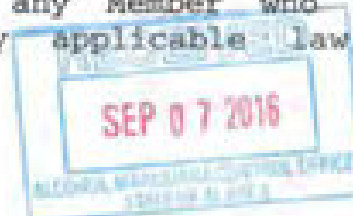
12.3.2 If an election to continue the Company is made following an Event of Dissolution occasioned by the elective withdrawal of a Member pursuant to Section 12.1, then, subject to Section 12.5 and the Withdrawing Member's fulfillment of all of its obligations under this Agreement and under any other extant agreements between the Withdrawing Member and the Company, the Withdrawing Member shall be entitled to receive from the Company, within twenty-four months after the effective date of withdrawal, without interest, an amount equal to the fair market value of the Interest of the Withdrawing Member, as of the end of the calendar month immediately preceding the effective date of the withdrawal.

12.3.3 If the Members reasonably determine that making the payments to former Members provided in Section 12.3.1 and 12.3.2 would result in an undue burden on the Company and threaten its ability to function as a going concern, then the amounts to be paid to former Members under Sections 12.3.1 and 12.3.2 may be postponed for up to an additional twenty-four months.

The amounts to be paid to a Disqualified Member under Section 12.3.1 and to a Withdrawing Member under Section 12.3.2 shall be exclusive and in lieu of any right of a Member to be paid the fair value of its Interest in the Company under the Act.

12.4 Method of Winding Up. Upon dissolution of the Company pursuant to Section 12.2, the Company shall immediately commence to liquidate and wind up its affairs. With the exception of any Disqualified Member or any Withdrawing Member, Members shall continue to share profits and losses during the period of liquidation and winding up in the same proportion as before commencement of winding up and dissolution. The proceeds from the liquidation and winding up shall be applied in the following order of priority:

12.4.1 To creditors, including any Member who is a creditor, to the extent permitted by applicable law, in



satisfaction of liabilities of the Company (other than liabilities to the Members on account of their Capital Contributions or on account of a Member's withdrawal from the Company) and in satisfaction of the expenses of the liquidation and winding up:

12.4.2 To the Members (other than a Withdrawing Member) in return of their respective Capital Contributions;

12.4.3 To any Withdrawing Member in an account determined in accordance with Section 12.3.2; and

12.4.4 The balance, to the Members (other than a Disqualified Member or a Withdrawing Member) in proportion with their positive Capital Account balances, and if none, in accordance with their relative Percentage Interests.

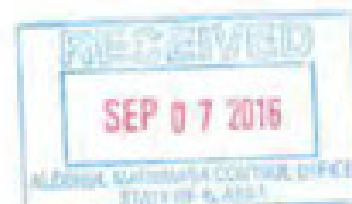
Unless the Members shall unanimously determine otherwise, all distributions shall be made in cash, and none of the Company Property shall be distributed in kind to the Members unless a distribution of Company Property distributed in kind is distributed pro rata to Members in accordance with their relative Percentage Interests.

12.5 Limitation on Distributions. The Company shall not make any distribution to a Member with respect to such Member's Interest in the Company, and no Member shall be entitled to receive any such distribution to the extent that, as determined by the Members, after giving effect to the distributions: (a) the Company would not be able to pay its debts as they become due in the usual course of business; or (b) the Company's total assets would be less than the sum of its total liabilities to which such assets are subject.

12.6 Filing Articles of Termination. Upon the completion of the distribution of Company Property as provided in Section 12.4, articles of termination shall be filed as required by the Act, and each Member agrees to take whatever action may be appropriate or advisable to carry out provisions of this Section.

12.7 Return of Capital. The return of Capital Contributions shall be made solely from Company Property.

**ARTICLE XIII
GENERAL PROVISIONS**



13.1 Notices. Any notice or other communication required or permitted to be given to a Member under this Agreement shall be in writing and may be hand delivered, transmitted by telegram or facsimile, or sent by United States certified or registered mail, return receipt requested, postage prepaid, or via Express Mail, or any similar overnight delivery service by addressing same to the Member at the place of business of the Member or to such other address as the Member may designate from time to time and shall be deemed given on the first of the following to occur:

13.1.1 Receipt in the event of hand delivery or transmitted by telegram or facsimile;

13.1.2 Receipt of certified or registered mail, as evidenced by signed receipt; or

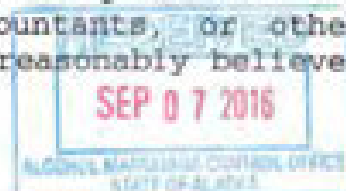
13.1.3 One day after the date appearing on the shipping invoice of Express Mail or other similar overnight delivery service.

13.2 Captions. All article and section captions in this Agreement are for convenience only and are not intended to affect the construction of this Agreement. Except as specifically provided otherwise, references to "Sections" are to Sections of this Agreement.

13.3 Pronouns and Plurals. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neutral forms, and the similar forms of nouns, pronouns, and verbs shall include the plural and vice versa.

13.4 Facsimile Signatures. A facsimile signature of any officer or Member may be used whenever and as authorized by the Members.

13.5 Reliance upon Books, Reports, and Records. Unless he/she has knowledge concerning the matter in question which makes his/her reliance unwarranted, each officer and Member shall, in the performance of duties hereunder, be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more employees of the Company whom the officer or Member believes to be reliable and competent in the matter in question; (b) legal counsel, accountants, or other Persons as to matters such officer or Member reasonably believes



to be within such Person's professional or expert competence; or (c) a committee of Members of which he/she is not a constituent, if such officer or Member reasonably believes that the committee merits confidence.

13.6 Time Periods. In applying any provision of this Agreement which requires that an act be done or not done a specified number of days prior to an event or that an act be done during a period of specified numbers of days, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

13.7 Further Action. The parties to this Agreement shall execute and deliver all documents, provide all information, and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

13.8 Binding Effect. This agreement shall be binding upon and, inure to the benefit of, the Members and their successors and permitted assignees.

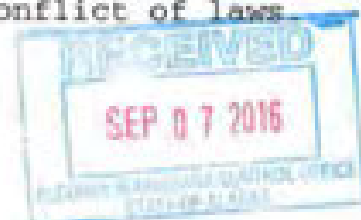
13.9 Integration. This agreement constitutes the entire agreement among the Members pertaining to the subject matter hereto and supersedes all prior agreements and understanding pertaining thereto.

13.10 Amendment. Any and all amendments to this Agreement must be in writing and approved by the Members in accordance with Section 5.1.3.

13.11 Waiver. No failure by any Member to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition.

13.12 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the Members, notwithstanding that all such parties are not signatories to the original or the same counterpart.

13.13 Applicable Law. This agreement shall be construed in accordance with, and governed by, the laws of the State of Alaska, without regard to its principles of conflict of laws.

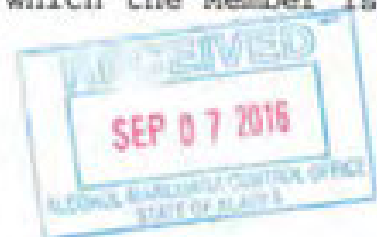


13.14 Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any request, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.

13.15 Arbitration. Any dispute, controversy, or claim arising out of this Agreement shall be settled by arbitration in accordance with this Section 13.15. Any arbitration under this Section shall be conducted in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration is Anchorage, Alaska. The arbitrators shall decide legal issues pertaining to the dispute, controversy, or claim pursuant to the laws of the State of Alaska. Subject to the control of the arbitrators, or as the parties may otherwise mutually agree, the parties shall have the right to conduct reasonable discovery pursuant to the State of Alaska Rules of Civil Procedures. The parties agree that this Agreement involves interstate commerce and is therefore enforceable pursuant to Title 9, United States Code.

13.16 Representations and Warranties. Each Member and, in the case of an organization, the Person(s) executing this agreement on behalf of the organization, hereby represent and warrant to the Company and each other that: (a) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state organization and that it has full organizational power to execute and agree to this Agreement and to perform its obligations hereunder; (b) the Member is acquiring this interest in the Company for the Member's own account as an investment without intent to distribute the interest; (c) the Member acknowledges that the interest has not been registered under the Securities Act of 1933 or any other state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of exemptions from such requirements; and (d) the execution and delivery of this Agreement and consummation of the transactions contemplated hereby do not breach or result in a default under any contract or agreement by which the Member is bound.

**ARTICLE XIV
CONFIDENTIAL INFORMATION**



14.1 **Acknowledgment.** Each of the Members hereby acknowledges that, in connection with the development and operation of the Company, it may have access to confidential material regarding the operations of the other Members. Each Member agrees that it shall, and it shall cause all Members appointed by such Member to: (a) take all reasonable steps necessary to hold and maintain such confidential information in confidence and not to disclose it to a third party; (b) only use such confidential information for the purpose of developing and operating the Company; (c) only disclose such confidential information in order to its employees and agents who have a need to know such information in order to assist a Member to carry out its responsibilities to the Company; (d) not use such confidential information in a way which would be detrimental to any other Member.


Each Member agrees that, upon the dissolution and termination of the Company, it will return requesting Member, as appropriate, all confidential information of the Member then in its possession and specified in the request. Each Member further agrees to return or destroy all other memoranda, notes, copies, or other writings that contain confidential information on the other Members.

14.2 **Survival.** The provisions of this Article XIV shall apply to each Member, regardless of the status of such Member as a Member in the Company, for a period of two years from the effective date of the termination of the applicable Member's status as a Member in the Company, provided, however, no Member shall be bound by the provisions of this Article XIV beyond the later to occur of (a) two years from the effective date of this Agreement; or (b) the effective date of termination of this Agreement.

IN WITNESS WHEREOF the Original Members have hereunto set respective hands on the date first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

DATED: 02/08/2016

By: 
Shannon Lowry,
Original Member/Manager


MICHAEL J. LOWRY
ORIGINAL MEMBER



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:	Terra House, LLC	License Number:	10086		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Terra House, LLC				
Premises Address:	48714 Jones Road				
City:	Soldotna	State:	ALASKA	ZIP:	99669-9387

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	Michael Lowry
Title:	Manager

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.

ML

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

ML

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

ML

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.

ML

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.

ML

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.

ML

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).

ML

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

ML

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.

ML

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.

ML

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

ML

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.

ML



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

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


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

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

 ML

All marijuana establishment license applicants:

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


Signature of licensee

Subscribed and sworn to before me this 29 day of March, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 12-14-19



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Terra House, LLC	License Number:	10086		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Terra House, LLC				
Premises Address:	48714 Jones Road				
City:	Soldotna	State:	ALASKA	ZIP:	99669-9387

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Shannon Lowry
Title:	Agent

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.

CS

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

CS

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

CS

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.

CS

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.

CS

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.

CS

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).

CS

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

CS

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.

CS

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.

CS

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

CS

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.

CS



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

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

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

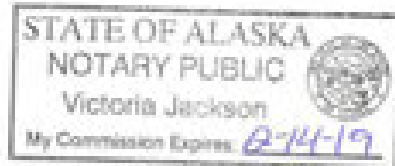
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

All marijuana establishment license applicants:

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

Sharon Lowry
Signature of licensee

Subscribed and sworn to before me this 25 day of March, 2016.



Victoria Jackson
Notary Public in and for the State of Alaska.

My commission expires: 12-14-19



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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


Section 1 – Establishment Information

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

Licensee:	TERRA HOUSE, LLC	License Number:	10086		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	TERRA HOUSE, LLC				
Physical Address:	48714 Jones Rd.				
City:	Soldotna	State:	AK	Zip Code:	99669 - 9387
Designated Licensee:					
Email Address:	michael@terrahouse.net				

Section 2 – Attached Items

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

Attached Items:	<p>Please find for filing:</p> <p>-MJ-01 & -MJ-04.</p> <p>Thank you, Lance C. Wells, Atty.</p> 
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OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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: 907.269.6350

What is this form?

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

What must be covered in an operating plan?

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

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

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

Section 1 – Establishment Information

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

Licensee:	Terra House, LLC.	License Number:	10086
License Type:	Limited Cultivation Facility		
Doing Business As:	Terra House, LLC.		
Premises Address:	48714 Jones Road		
City:	Soldotna	State:	ALASKA
		ZIP:	99669-9387
Mailing Address:	48714 Jones Road		
City:	Soldotna	State:	ALASKA
		ZIP:	99669-9387
Primary Contact:	Michael Lowry		
Main Phone:	907-440-1617	Cell Phone:	907-440-1617
Email:	michael@terrahouse.net		



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

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

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

Restricted Access Areas (3 AAC 306.710):

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

Facility will not be open to the public. No tours or leisure visits are permitted. Any visitor to the premises will have to be able to prove: over 21 years of age, a need to be escorted into any restricted access area. If a need is determined, Visitor's identification will be screened, and the visitors log will be filled out. Visitor will wear an identification tag at all times while in the facility. No more than 5 visitors per employee or agent will be permitted in the facility at a time, in accordance with applicable laws.

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

1. Determine if purpose of visit is business essential.
2. Screen Identification for age 21 years or above, sign visitor's log, issue visitor I.D. badge.
3. Escort visitors in accordance with 3 AAC 306.710
4. Collect visitors I.D. badge, and ensure visitors log is updated with departure time upon completion of visit.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

A logbook to record the persons full name, date of visit, time of entry and departure and nature/purpose of visit will be maintained. Visitor's I.D. numbered badges will also be required to be worn at all times while upon the premises. Badges will be returned at the end of said visit and they will be accounted for at the end of each visit as well.

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

*See Attached

Terra House, LLC
License # 10086



Lowry, Shannon E.

Handler #10848

Terra House, LLC
License # 10086



Lowry, Michael J.

Handler #10857





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

Commercial type exterior lighting will be provided at all facility exits. Some of the lighting will be motion sensitive. Security cameras will be I.R. capable, and the field of view will cover the approach up to each exterior door. Security cameras will record 24 hours per day, seven days per week, 365 days per year.

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

The alarm system that will be in use at the proposed facility will be provided and monitored by Vivint Security. The system will be comprised of a main control panel with panic function, two interior motion sensors, 3 (one for each) door/ window sensors. A panic pendant style device will also be incorporated into the alarm system.

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

Alarm system controls will be wall-mounted in the vicinity of the main entrance of the proposed facility. Any time the facility is left unattended, the alarm system shall be "active". All windows and exits will be monitored 24 hours a day, 7 days a week. The video system will record 24 hours per day, seven days per week, 365 days per year.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

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

All marijuana product on premises will only be handled by licensee or agent designated by licensee. All will have the required marijuana handler's card. Licensee will be present at transfers of marijuana product to ensure integrity of shipment. All marijuana product on premises will be logged in and tracked in accordance with Franwell/METRC system from seed to sale. All marijuana will be weighed when harvested and weights recorded on state certified scales. Video cameras will run 24 hours per day, 365 days per year both indoors and outside as previously designated. Should any diversion occur, a review of the video surveillance tapes both from the inside and outside will help to catch any perpetrator and proper action may be taken. Furthermore, the tracking system and recorded weights of marijuana product will detect any change to our marijuana supplies, so that action may immediately be taken.

Describe your policies and procedures for preventing loitering:

Signs will be posted stating a clear message that "No Trespassing" or "No Loitering" is permitted, and that area is video monitored 24/7. Video surveillance of the exterior areas will be available to employees inside the facility. Standard policy is to notify law enforcement of any violation these regulations or of any suspicious activity. There will be no loiterers or trespassers.

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

Motion Detectors are integrated into the security system. Areas covered by motion sensors are also viewable by CCTV. In the event of a motion related alarm, Licensee or designated agent will view the camera feed from inside the proposed facility to determine if any further action is necessary. The panic pendant will be used in the event of any perceived security breach. The attached residence also has a similar, but separate security system in place. In the event that the second security system is activated, and the situation dictates, the proposed facility's panic pendant device will be manually activated also.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Phone: 907.269.0350

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

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

If facility is vacant, licensee or authorized agent are to return to facility to assist law enforcement once the area is made safe by law enforcement. Since the facility is co-located at the licensee's residence, and said residence has a separate security alarm system, the residential alarm will be set to "panic" in the event of an unauthorized breach of security at the proposed facility. Law enforcement will be notified immediately by the alarm monitoring company should the alarm be set-off. They will then respond.

Video Surveillance (3 AAC 306.720):

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

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

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Phone: 907.269.0350

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:

Exits from the facility will have cameras trained on them from the interior in such a way that faces are easily identified. Facility exits will also have exterior cameras to monitor areas around exits to provide a view of the approach to the exit.

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

All video surveillance will be stored in a digital format on a local device. Storage will be sized appropriately to maintain 40 days of recording, and a digital back-up of all data. Server rack will consist of a wall mountable, lockable cabinet sized appropriately to contain all necessary computer components. The rack will be located within the main work area of the proposed facility, ensuring that only authorized personnel are able to access the video surveillance equipment.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

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

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

Video surveillance records are stored off-site



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

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Anchorage, AK 99501

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

Phone: 907.269.0350

Business Records (3 AAC 306.755):

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

Table with 3 columns: Business Records Maintained and Kept on the Licensed Premises, Yes, No. Rows include: All books and records necessary to fully account for each business transaction...; A current employee list...; The business contact information for vendors...; Records related to advertising and marketing; A current diagram of the licensed premises...; A log recording the name, and date and time of entry of each visitor...; All records normally retained for tax purposes; Accurate and comprehensive inventory tracking records...; Transportation records for marijuana and marijuana product...



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

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

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



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amos>
Phone: 907.269.0350

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

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

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

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

Marijuana Tracking and Weighing:	Yes	No
A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

The proposed facility will purchase a license to use Franwell's "METRC" tracking solution. All tracking tags that are used will be supplied by Franwell. This is the company that the SOA is using in this industry and our systems of sharing information are all compatible. This will track all marijuana grown from "seed to sale."



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 4 - Employee Qualification and Training

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

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

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

Marijuana Handler Permit:	Yes	No
Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

The proposed establishment will require all licensees, agents, or any other employee associated with it, to hold current marijuana handler permits. Copies of all employee permits will be kept in a physical form at the proposed premises. All expiration dates will be noted and calendared for employee recertification prior to their expiration.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Section 5 - Waste Disposal

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

Applicants should be able to answer "Yes" to the statement below.

Marijuana Waste Disposal: Yes No

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

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

Extra care will be taken not to generate excess waste in the cultivation process. However, in the event that waste is generated that cannot be reused in a beneficial way, it will be stored on-site until disposal can be arranged with Alaska Waste. All attempts will be used to once again utilize the water on the plants. A certain percentage will also be subject to evaporation.

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

Organic material, such as soil, grass clippings and leaves, household food products, as well as shredded paper will be mixed with the ground marijuana waste. This mixture will then be utilized to support a worm colony, which will in turn produce castings to augment soil in future marijuana crops.



Alaska Marijuana Control Board

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Form MJ-01: Marijuana Establishment Operating Plan

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

Any solid plant waste (stems, root balls, leaf material) will be ground up and mixed with a minimum 50% organic material (soil/ grass clippings/ leaves/household garbage). This mixture will be utilized either for vermiculture or compost. The resulting product will be used as amendments to soil.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

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

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

Marijuana Transportation:	Yes	No
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

After product has been harvested and processed, a sample will be taken from each batch and sent for testing. While results are pending, batch will be "quarantined" until it is deemed acceptable by the testing facility. Marijuana product will be packaged in a variety of ways. Bulk batch packs of up to 5 pounds may be produced. Batches of single gram packs will also be produced. All labeling on all packaging will meet the standards as required for cultivators. All marijuana product slated to leave the facility will be placed into a durable, tamper-evident packaging prior to transport. The shipment will be accompanied by the appropriate manifest, and will be verified by the licensee or designated agent before the shipment is permitted to leave.

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

The locked, safe and secure storage compartment is located behind the rear seat in a 2014 Ram mega cab pick up. Compartment measures approximately 8" wide x 5" tall x 59" long. Compartment has asymmetrical hatch style doors with one smaller than the other, spanning the entire width of the cab. Each hatch door has a locking latch. In the event that the proposed facility's planned transport vehicle is not available, a contract transportation/ security company such as Valkyrie Security & Asset Protection will be utilized to carry out product transfers.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Phone: 907.269.6350

Section 7 - Signage and Advertising

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

Location is to remain discreet, no advertisement or signs with business name are planned.

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

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

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

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

No advertisement for marijuana or marijuana product will contain any statement or illustration that:	Agree	Disagree
Is false or misleading	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Promotes excessive consumption	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Represents that the use of marijuana has curative or therapeutic effects	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Depicts a person under the age of 21 consuming marijuana	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

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

On or in a public transit vehicle or public transit shelter

On or in a publicly owned or operated property

Within 1000 feet of a substance abuse or treatment facility

On a campus for post-secondary education

Signage and Promotional Materials:

Agree Disagree

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

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

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



Alaska Marijuana Control Board

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Phone: 907.269.0350

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

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

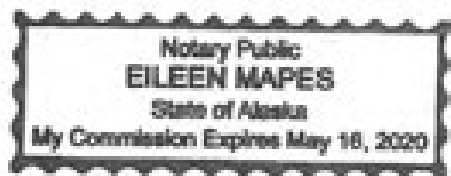
The proposed licensed premises will be secure from unauthorized entry at all times. Facility does not generate public traffic, and all visitors will be screened prior to being granted access to proposed facility. No loitering or trespassing will be permitted at the premises. The proposed facility is attached to a single family dwelling, and will be isolated from the residence by means of a small anteroom. Both the door leading from the residence and the door leading to the proposed facility will be lockable from either side by means of either a double sided dead bolt, or a key pad system that meets the boards criteria for security. The anteroom will be monitored by a motion sensor and a camera, and both doors leading into the room will be monitored by separate security systems. Exterior door will be monitored 24/7 with a 360° field of view, and the latch hardware will of a design that remains locked, and requires a key for entry from the outside at all times.

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


Signature of licensee

Michael J Lowrey
Printed name

Subscribed and sworn to before me this 8 day of August 2016





Notary Public in and for the State of Alaska.

My commission expires: 5-16-20



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amsa>
Phone: 907.269.6350

(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

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 detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

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

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

Yes No

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



Section 1 - Establishment Information

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

Licensee:	Terra House, LLC.	License Number:	10086		
License Type:	Limited Marijuana Cultivation License				
Doing Business As:	Terra House, LLC.				
Premises Address:	48714 Jones Road, Suite 1				
City:	Soldotna	State:	AK.	ZIP:	99669-9387



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

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

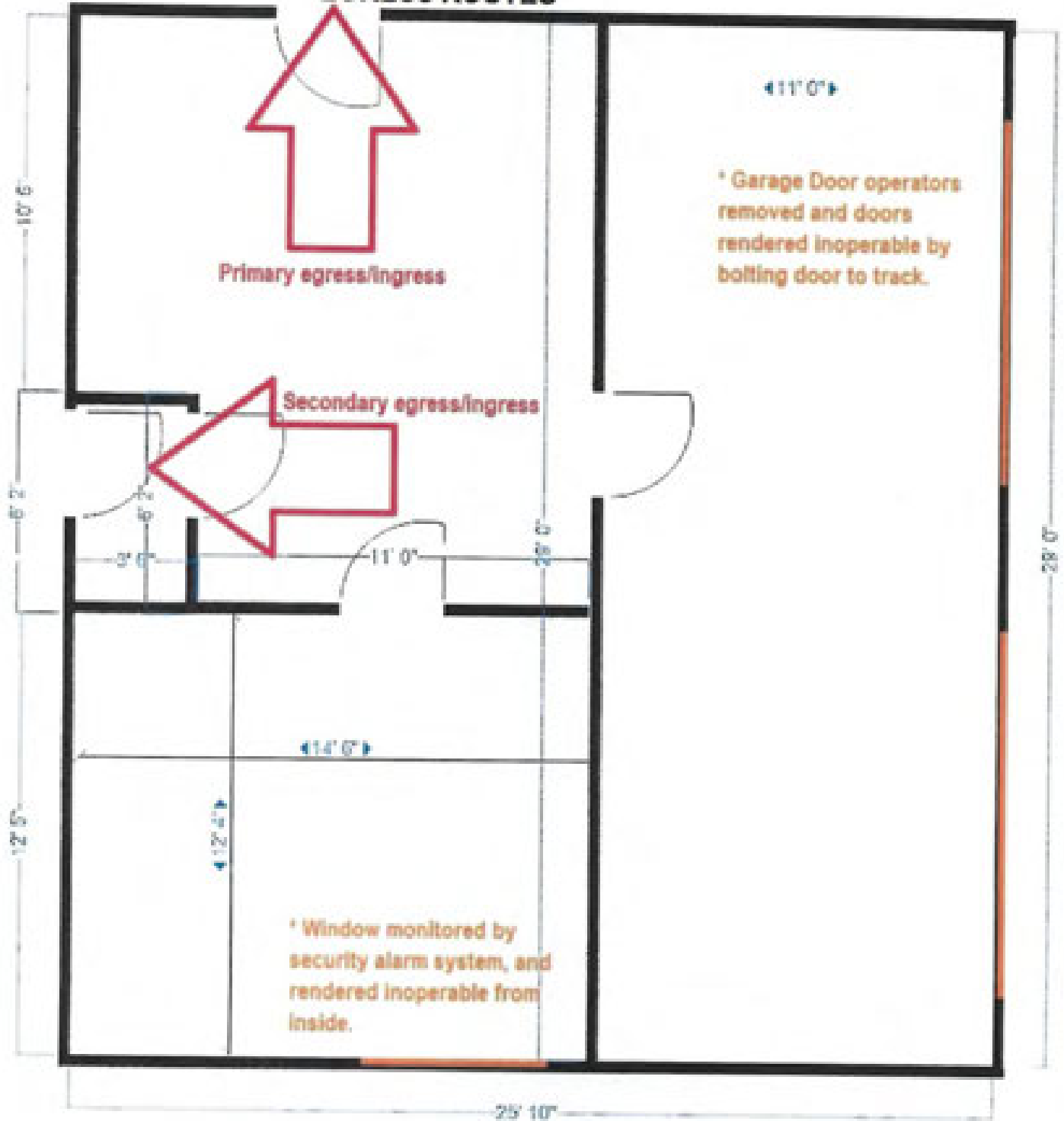
Section 2 – Detailed Premises Diagram

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

See Attached. Thank you.

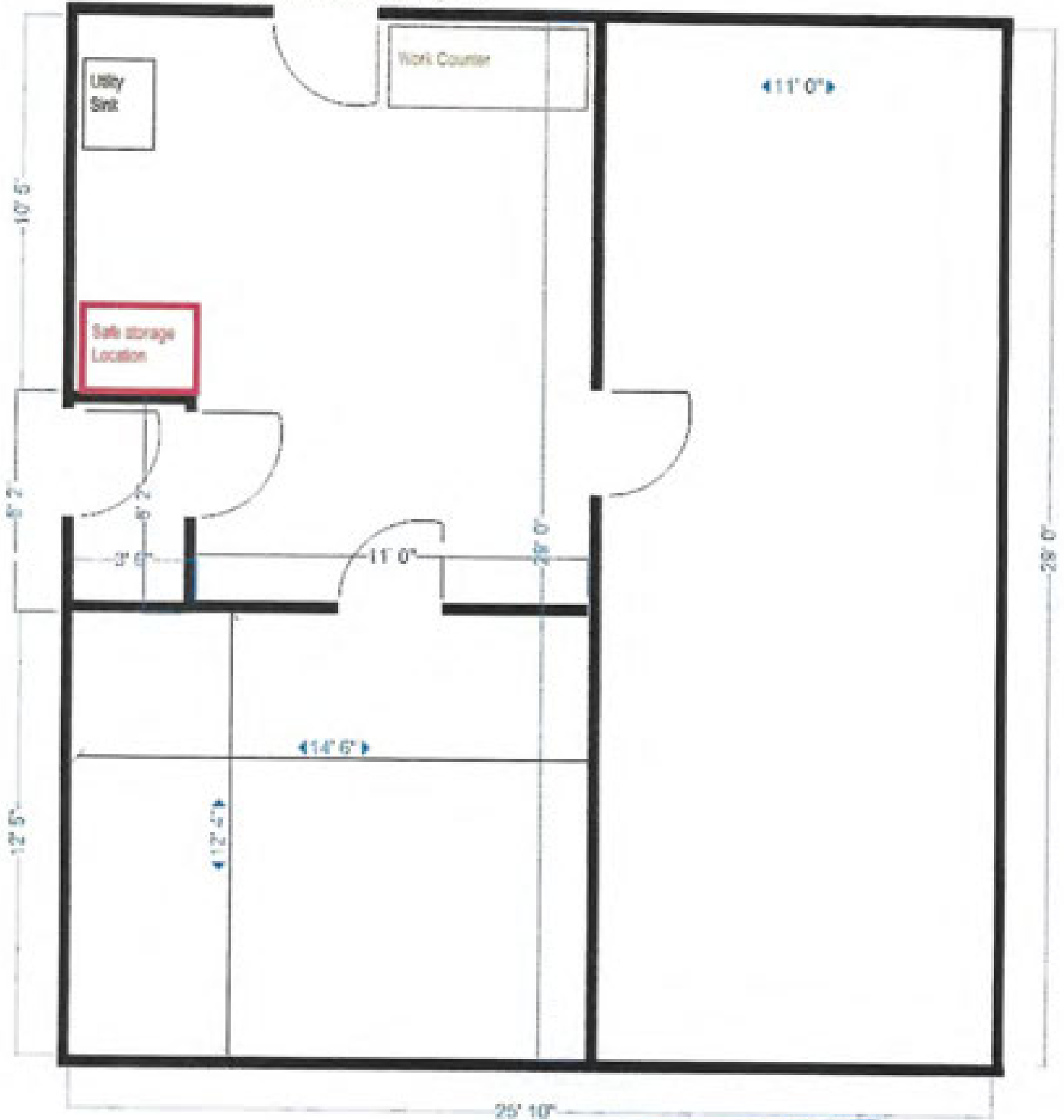


EGRESS ROUTES



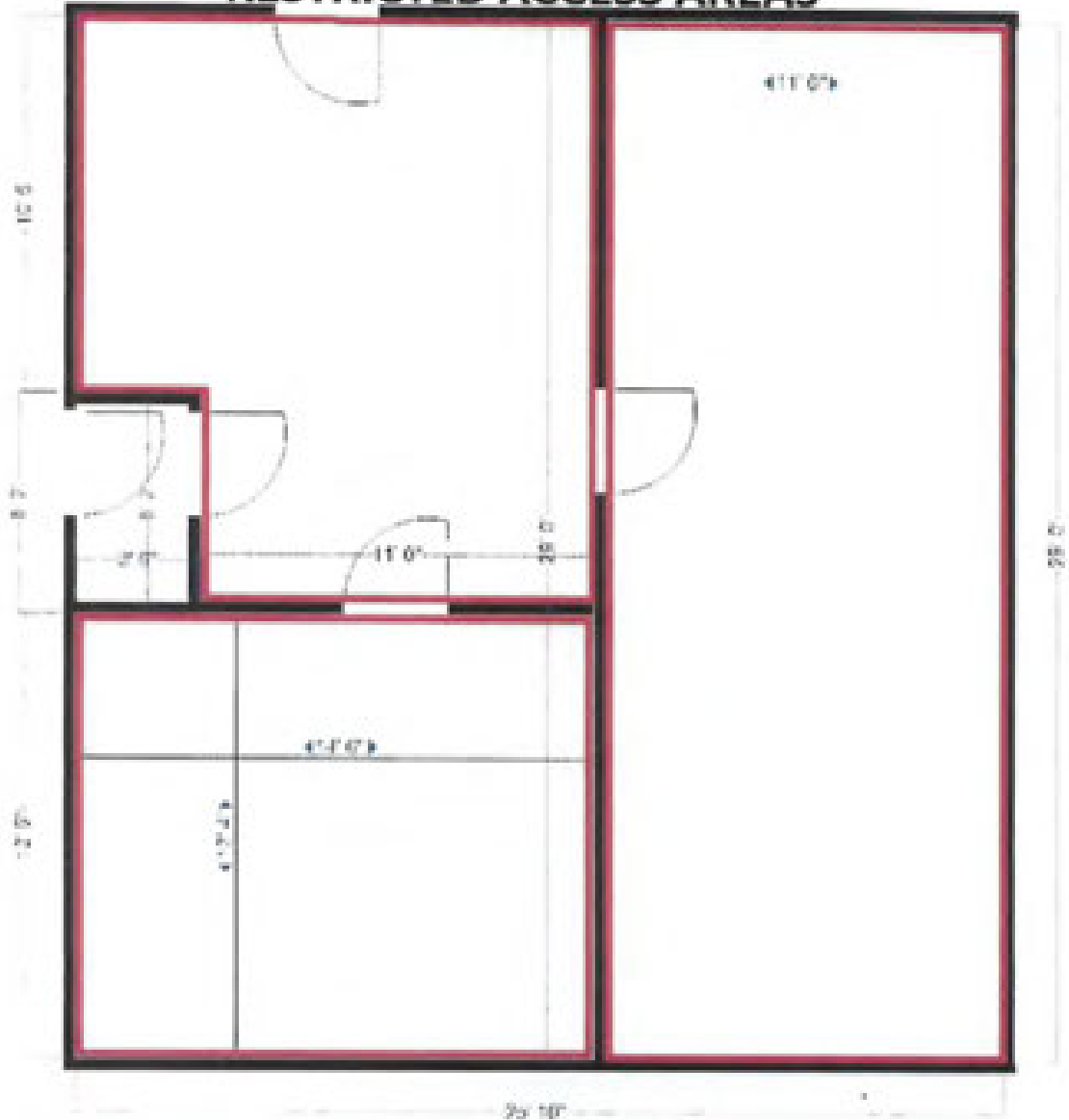
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SEP 07 2016
ALCOHOL MATRONS
STATE OF ALASKA

General facility layout



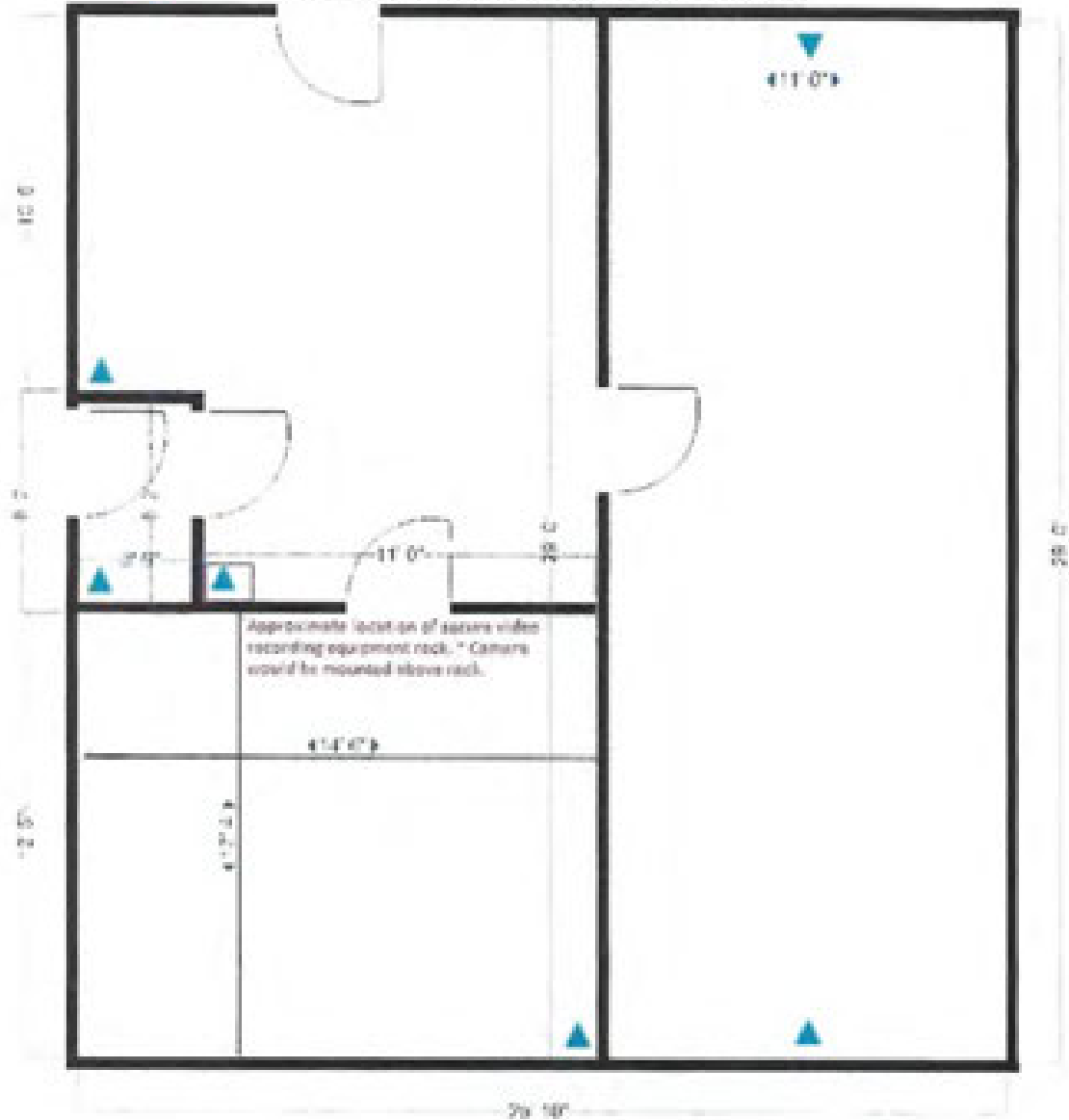
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RESTRICTED ACCESS AREAS



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STATE OF ALASKA

SECURITY CAMERA PLACEMENT

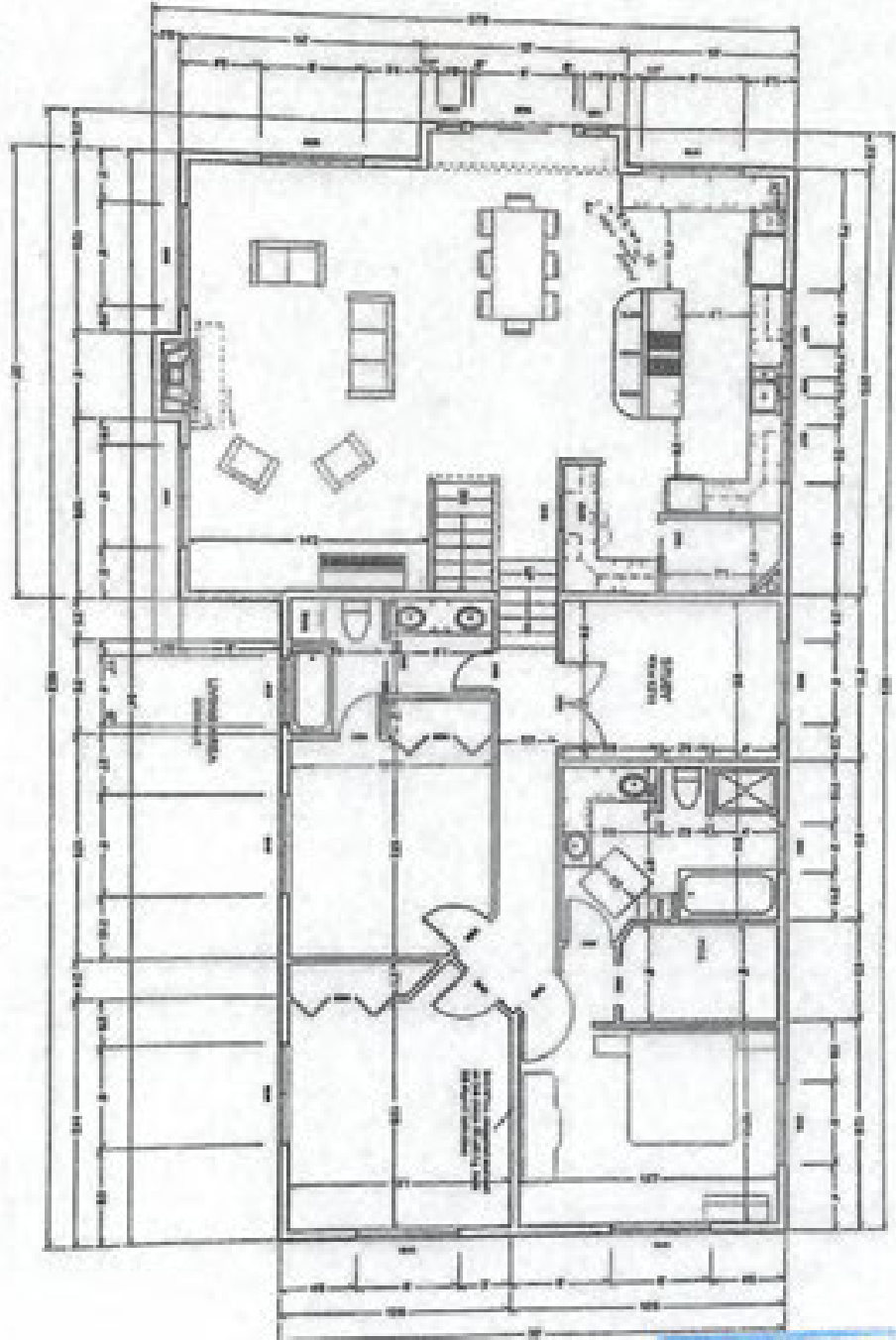


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STATE OF ALASKA

AREAS UNDER CULTIVATION

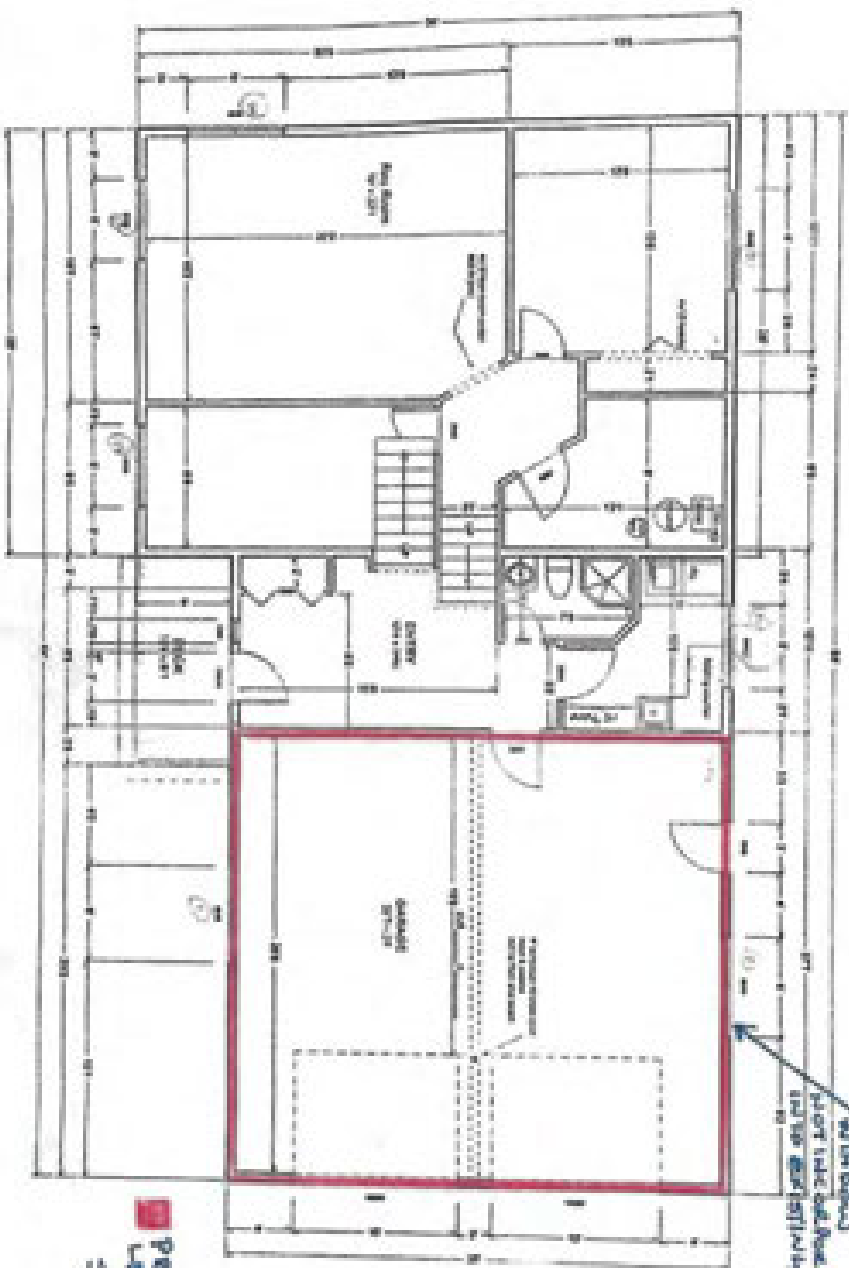


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MAIN & UPPER LEVEL FLOOR PLAN
1/4" = 1'

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ALCOHOL & MARIJUANA CONTROL OFFICE
STATE OF ALASKA



Handwritten note: *Handwritten note pointing to the red box: "More info on this area is in the original survey file"*

SEP 07 2018
 ALCONZA MARSHALL CONTROL OFFICE
 STATE OF ALASKA

Proposed Area to be Leased as "HOTEL James by Suite 1, Soldotna, AK 99669"

GARAGE & LOWER LEVEL FLOOR PLAN 1/8" = 1'

I hereby certify that this plat contains a description of the property described herein
 and that the same is a true and correct copy of the original as shown to me by the
 owner or the owner's agent, and that the same is a true and correct copy of the
 original as shown to me by the owner or the owner's agent, and that the same is a
 true and correct copy of the original as shown to me by the owner or the owner's
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 correct copy of the original as shown to me by the owner or the owner's agent,



Richard Swan S.L.S.
 P.O. Box 987 • Kodiak, AK 99569 • (907) 242-1914
 Swan Surveying
 91716
 518 77-6 11-5-8

100' R/W JONES ROAD



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 STATE OF ALASKA

8 00'00.00' E 209.09



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 3000

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

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

What additional information is required for cultivation facilities?

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

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

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

Section 1 – Establishment Information

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

Licensee:	Terra House, LLC.	License Number:	10086		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Terra House, LLC.				
Premises Address:	48714 Jones Rd.				
City:	Soldotna	State:	ALASKA	ZIP:	99669-9387



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office
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Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amcib>
Phone: 907.269.0350

Section 2 – Prohibitions

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

The marijuana cultivation facility will not:	Agree	Disagree
Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licensee premises or within 20 feet of the exterior of any building or outdoor cultivation facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section 3 – Cultivation Plan

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

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

The proposed premises will be a limited marijuana cultivation facility, and will adhere to the 500 square foot canopy limitation as set forth below:

The actual grow will be 499 square feet.

The facility will occupy a space originally intended to be a two-car garage in a single family dwelling. Dimensions of the space being designated as the proposed facility are 26' 8" x 29" (775.75 Sq Ft.)

The 500 square foot of canopy allowed for a limited cultivation facility, will be divided between two separate rooms; the first measuring 29' x 11' (319 Sq Ft.) for blooming of marijuana flower. The second room will measure 14.6' x 12' 4" (180 Sq Ft.), and will be utilized for vegetative growth.

The balance of the space (225 Sq Ft.) will be divided between a small anteroom to isolate the residence from the facility, and work/ processing space.



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

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

Growing medium will consist of a commercially available mix of aged forest products (compost), sphagnum moss, Pacific Northwest Sea-going fish emulsion, crab meal, earthworm castings, sandy loam, perlite, fossilized bat guano, granite dust, Norwegian kelp moss, oyster shell, vermiculite, and limestone.

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

Advanced Nutrients line of fertilizers are to be used in the proposed cultivation facility.

"B-Pack" is 0.2% Water Soluble Magnesium.

"Banzyme" is 40 unbuffered Beta-Glucuronase, 600 unbuffered Cellulase, 200 unbuffered Xylanase, "Banal Cal Mag Max" is 4% Nitrate Nitrogen (N), 2.2% Calcium (Ca), 1.1% Water Soluble Magnesium (Mg), 80% Chelated Iron (Fe), 20% Chelated Manganese (Mn), 80% Chelated Zinc (Zn).

"Big Bud" is 1% Available Phosphorus, 1% Soluble Potash.

"Big Perfect Concentrated Bloom part A" is 2.3% Nitrate Nitrogen, 1% Urea Nitrogen, 2.2% Calcium, 0.7% Water Soluble Magnesium.

"Big Perfect Concentrated Bloom part B" is 0% Ammoniacal Nitrogen, 1.80% Nitrate Nitrogen, 4% Available Phosphorus, 8% Soluble Potash, 0.4% Sulfur.

All nutrient solutions will be filtered into use specific batches according to the requirements of the crop.

Carbon Dioxide will be supplemented by use of microtunnel bags that generate and release CO2 over time by decomposing wood chips with a fungus.

Pests will be controlled by means of Prevention. Should the need arise to treat plants for common pests the chemicals to be used are:

"S-M-57" - 1% Confidor (I), 84% Substituted Carboxyl Solution, 1% Triethanolamine. Used as a wetting agent, S-M-57 is diluted to 2-2mL per gallon of water. Product can also be diluted with 1-part water to 1-part S-M-57, and used as foliar spray to treat for flying insects and larvae.

"Monterey System Oil-RTU/Plenty to use" - 0.8% Clarified Inorganic extract of Neem Oil, 89.1% Other Ingredients. (EPA Reg. No. 7001-13-0100). Product can be used to treat both foliage and water runoff to prevent/limit larvae from maturing.

"Clean Air Proge-It, Oil Flying Insect" - 0.021% Pyrethrin, 1.91% Piperonyl Butoxide, Isobutyl, 2.020% N-methyl N-cyanothiourea derivatives, 94.029% Inert Ingredients (EPA Reg. No. 1044-106-6 (944-LA-1)). Product will be delivered via aerosol spray to treat around growing plants.

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

The irrigation system to be used in the proposed cultivation facility is designed to minimize waste. All excess run off from plants will be collected in collection containers, reused and any remainder will be allowed to evaporate. Plants will be watered by means of hand watering, water can, or by means of a reservoir fed, timer controlled, metered drip emitter style system.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

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

Phone: 907.269.0350

Describe the marijuana cultivation facility's waste disposal arrangements:

All marijuana waste will be mixed and mulched with household garbage consisting of paper and food products in a 50/50% ratio and made unusable. Once this is done, the mulched material will be reused again in home gardens etc. Alaska Waste is also willing to take the mulched product once the material has been rendered unusable per statute and allowed to be disposed of under the rules pertaining to disposal of marijuana once rendered unusable.

Section 4 – Odor Control

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

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

Canister style, activated carbon filters will be utilized in conjunction with ducted fans within the proposed cultivation facility to prevent any marijuana odor from being detected by the public. Ozone generators will be utilized near exits to mitigate any unwanted smell from exiting the facility.



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

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Phone: 907.269.0350

Section 5 – Testing Procedure and Protocols

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

Applicants should be able to answer "Agree" to the item below:

I understand and agree that:

Agree Disagree

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

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

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

All marijuana product batches will be tested for a battery of state required impurities and/or contaminants by a state licensed lab in accordance with 3 AAC 306.455. The facility will collect random samples from homogeneous batches of individual strains of bud or flower in the amount required by the selected testing facility.

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



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

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

Section 6 – Security

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

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

The marijuana cultivation facility applicant has:	Agree	Disagree
Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Restricted Access Area (3 AAC 306.430):	Yes	No
Will the marijuana cultivation facility include outdoor production?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

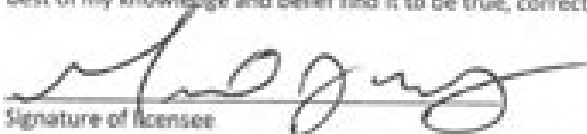
Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<http://www.commerce.alaska.gov/web/ajmco>
Phone: 907.269.0350

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

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

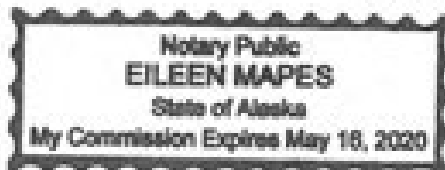
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

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


Signature of licensee

MICHAEL J. LOWRY
Printed name

Subscribed and sworn to before me this 8 day of August 2016




Notary Public in and for the State of Alaska.

My commission expires: 5-16-20



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

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

(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1000

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

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

Section 1 - Establishment Information

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

Licensee:	Terra House, LLC.	License Number:	10086
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	Terra House, LLC.		
Premises Address:	48714 Jones Road, Suite 1		
City:	Soldotna	State:	AK
		ZIP:	99669-9387

Section 2 - Certification

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

Start Date: 8/29/2016

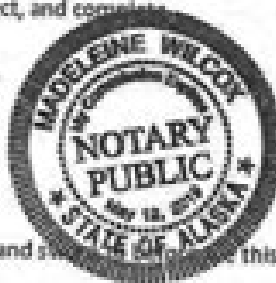
End Date: 9/2/2016

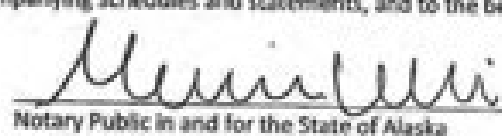
Other conspicuous location: Sav-U-More (K-Beach Location) bulletin board.

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


Signature of licensee

MICHAEL J LOWRY
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 05/12/19

Subscribed and sworn to before me this 6 day of September, 2016





Public Notice

Application for Marijuana Establishment License

License Number: 10088

License Status: Incomplete

License Type: Limited Marijuana Cultivation Facility

Doing Business As: TERRA HOUSE, LLC

Business License Number: 1031988

Email Address: michael@terrahouse.net

Latitude, Longitude: 60.474000, -151.177000

Physical Address: 48714 Jones Rd.
Suite 1
Soldotna, AK 99669-9387
UNITED STATES

Licensee #1

Licensee Type: Entity

Alaska Entity Number: 10035593

Alaska Entity Name: TERRA HOUSE, LLC

Phone Number: 907-440-1817

Email Address: michael@terrahouse.net

Mailing Address: 48714 Jones Rd.
Soldotna, AK 99669-9387
UNITED STATES

Affiliate #1

Licensee Type: Individual

Name: Shannon Lowry

Date of Birth: 09/17/1980

Phone Number: 907-440-4415

Email Address: prpl_lover@yahoo.com

Mailing Address: 48714 Jones Rd.
Soldotna, AK 99669-9387
UNITED STATES

Affiliate #2

Licensee Type: Individual

Name: Michael Lowry

Date of Birth: 07/23/1983

Phone Number: 907-440-1817

Email Address: michael@terrahouse.net

Mailing Address: 48714 Jones Rd.
Soldotna, AK 99669-9387
UNITED STATES

Interested persons should submit written comment or objection to their local government, the applicant, and to the Alcohol & Marijuana Control Office at 560 W 7th Ave, Suite 1600, Anchorage, AK 99501 or to marijuana.licensing@alaska.gov not later than 30 days after this notice of application.

POSTING DATE 8/29/16





Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	Terra House, LLC	License Number:	10086		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Terra House, LLC				
Premises Address:	48714 Jones Rd				
City:	Soldotna	State:	ALASKA	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: 2/24/2016 End Date: 3/6/2016

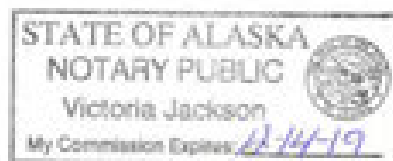
Save-U-More Bulletin Board - Kbeach Rd.

Other conspicuous location: _____

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


 Signature of licensee

Subscribed and sworn to before me this 2nd day of March, 2016.




 Notary Public in and for the State of Alaska.

My commission expires: 12-14-19



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	Terra House, LLC	License Number:	10086
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	Terra House, LLC		
Premises Address:	48714 Jones Rd.		
City:	Soldotna	State:	ALASKA
		ZIP:	99669

Section 2 - Certification

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

Local Government: Kona Peninsula Borough, Joni Smith Kenship, Clerk. Date Submitted: 4/1/16

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

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

[Signature]
 Signature of licensee

Subscribed and sworn to before me this 1st day of April, 2016

Notary Public
 LANCE C. WELLS
 State of Alaska
 My Commission Expires Jun 18, 2017

[Signature]
 Notary Public in and for the State of Alaska.
 My commission expires: 6/18/2017



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice 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/amcp>
Phone: 907.269.0350

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

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

Section 1 - Establishment Information

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

Licensee:	Terra House, LLC.	License Number:	10086
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	Terra House, LLC.		
Premises Address:	48714 Jones Road, Suite 1		
City:	Soldotna	State:	AK
		ZIP:	99669-9387


Section 2 - Certification

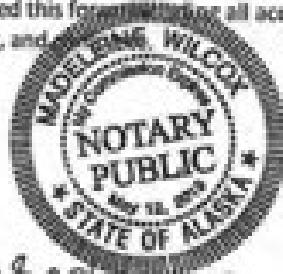
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government official and community council (if applicable):

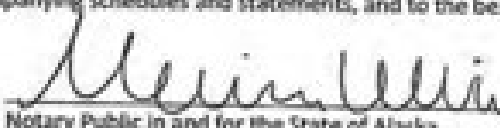
Local Government:	<u>Kenai Peninsula Borough</u>	Name of Official:	<u>Johni Blankenship</u>
Title of Official:	<u>Borough Clerk</u>	Date Submitted:	<u>8/30/2016</u>
Community Council:	<u>n/a</u>	Date Submitted:	<u>n/a</u>

(Municipality of Anchorage and Matanuska-Susitna Borough only)

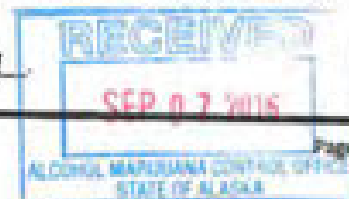
I declare under penalty of perjury that I have examined this form and all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and


 Signature of licensee:
Michael J. Lowrey
 Printed name of licensee




 Notary Public in and for the State of Alaska
 My commission expires: 05/18/19

Subscribed and sworn to before me this 16 day of September, 2016.





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:	Terra House, LLC	License Number:	10086		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Terra House, LLC				
Premises Address:	48714 Jones Road				
City:	Soldotna	State:	ALASKA	ZIP:	99669-9387

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	Michael Lowry
Title:	Manager
SSN:	[REDACTED]



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 - Certifications

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

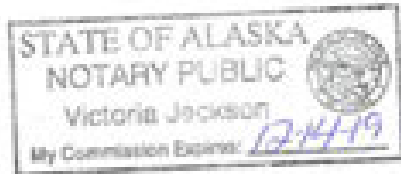
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

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


Signature of licensee/affiliate

Subscribed and sworn to before me this 25 day of March, 2016.


Notary Public in and for the State of Alaska.



My commission expires: 12-14-19



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	Terra House, LLC	License Number:	10086		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Terra House, LLC				
Premises Address:	48714 Jones Road				
City:	Soldotna	State:	ALASKA	ZIP:	99669-9387

Section 2 - Individual Information

Enter information for the individual licensee or affiliate.

Name:	Shannon Lowry				
Title:	Agent				
SSN:	[REDACTED]				



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

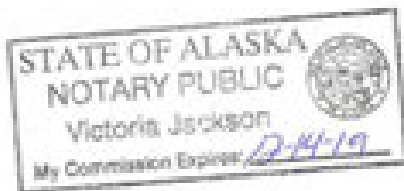
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

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

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

Shannon Remy
Signature of licensee/affiliate

Subscribed and sworn to before me this 25 day of March, 2016.



Victoria Jackson
Notary Public in and for the State of Alaska.

My commission expires: 12-14-19

Alcohol & Marijuana Control Office**License Number:** 10086**License Status:** New**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** TERRA HOUSE, LLC**Business License Number:** 1031966**Designated Owner:** Michael Lowry**Email Address:** michael@terrahousenet**Latitude, Longitude:** 60.474000, -151.177000**Physical Address:** 48714 Jones Rd.
Soldotna, AK 99669-9387
UNITED STATES**Owner #1****Owner Type:** Entity**Alaska Entity Number:** 10035593**Alaska Entity Name:** TERRA HOUSE, LLC**Phone Number:** 907-440-1617**Email Address:** michael@terrahousenet**Mailing Address:** 48714 Jones Rd.
Soldotna, AK 99669-9387
UNITED STATES**Affiliate #1****Owner Type:** Individual**Name:** Shannon Lowry**SSN:** [REDACTED]**Date of Birth:** 06/17/1980**Phone Number:** 907-440-4415**Email Address:** prpl_lover@yahoo.com**Mailing Address:** 48714 Jones Rd.
Soldotna, AK 99669-9387
UNITED STATES**Affiliate #2****Owner Type:** Individual**Name:** Michael Lowry**SSN:** [REDACTED]**Date of Birth:** 07/23/1983**Phone Number:** 907-440-1617**Email Address:** michael@terrahousenet**Mailing Address:** 48714 Jones Rd.
Soldotna, AK 99669-9387
UNITED STATES



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1000
Anchorage, AK 99501
marijuana.licensing@alaska.gov
http://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

What is this form?

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

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


Section 1 – Establishment Information

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

Licensee:	TERRA HOUSE, LLC	License Number:	10088		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	TERRA HOUSE, LLC				
Physical Address:	48714 Jones Rd.				
City:	Soldotna	State:	AK	Zip Code:	99669 - 9387
Designated Licensee:	Michael Lowry				
Email Address:	michael@terrahouse.net				

Section 2 – Attached Items

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

Attached Items:	<p>Please find for filing:</p> <p>-Proof of possession of proposed premises.</p> <p>Thank you, LCW, Atty.</p> 
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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COMMERCIAL LEASE

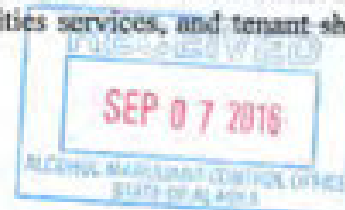
This lease agreement entered into on Sept. 6th, 2016, between Shannon Lowry & Michael Lowry, referred to below as "Lessor," and Terra House, LLC, referred to as "Lessee."

In consideration of the rent provided for, and of the covenants and agreements contained in this Lease, Lessor demises and leases to Lessee the premises located at 48714 Jones Road, Suite 1 Soldotna, AK. 99699-9387 to have and to hold the premises for a term of five (5) years, beginning at 12:00 noon on Sept. 6, 2016 and ending at 12:00 noon on Sept 6, 2021 unless extended between the parties.

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

1. **Premises.** 48714 Jones Road, Suite 1 Soldotna, AK. 99669-9387
2. **Rent.** Lessee agrees to pay Lessor as base rent for the premises: \$500.00 per month for the balance of the lease term.
 - a. Rent shall be paid on the first of the month as directed by the lessor.
 - b. Lessee shall also pay all electricity for the building that is used each month, garbage disposal, and heating bills for the building.
 - c. Lessee shall pay a late fee of 5% of the base rent for payment of rent past the fifth (5th) of the month.
 - d. No security or damage deposit or last month's rent is due from Lessor.
3. **Use of Premises.**
 - a. Lessee shall use the premises for the operation of a limited 500 SF² marijuana cultivation facility or any other commercial marijuana use that is permitted under Alaska state law and properly licensed by the State of Alaska and local governing body.
 - b. Lessee shall also be responsible for all business costs, charges and expenses of operating, maintaining, repairing, replacing, and insuring the premises, including but not limited to net costs and expenses of operating, repairs, lighting, cleaning, painting, stripping and securing insurance.
4. **Quiet enjoyment.** Lessor covenants that Lessee shall peacefully and quietly have, hold, and enjoy the premises for the agreed term, free from interference by the Lessor.
5. **Utilities.**
 - a. Tenant shall promptly pay all charges when due for utilities furnished to the premises including water, gas, electricity and any other utilities services, and tenant shall

Terra House, LLC: Commercial Lease Agreement



promptly pay all taxes levied in connection with utilities used on the premises. Landlord shall not be responsible or liable in any way for quality impairment, interruption, stoppage or other interference with any "utility service.

b. It is the intention of Lessor and the Lessee that the rent shall be paid at the rate of \$500.00 per month each and every month throughout the duration of this lease agreement.

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

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

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

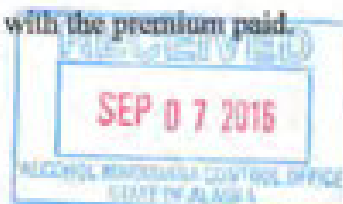
7. **Indemnity & Insurance.** Lessee agrees to indemnify and hold Lessor harmless from the claims of any and all persons for bodily injury and property damage occurring upon the premises during the term of this Lease or any extension of it, provided the Lessor is not negligent. Lessee agrees to obtain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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

e. Abandonment of the premises by lessee.

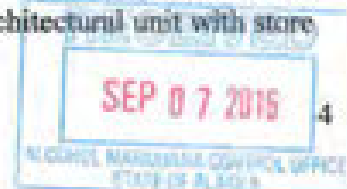
d. Death or disablement of lessee.

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

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

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

14. **Non-Waiver of Eminent Domain and Condemnation.** If there is a partial taking of the demised premises by eminent domain, as the result of which the total leased premises is reduced by not more than 25%, the terms of this Lease will continue and Lessor at Lessor's expense will restore the remaining premises to a complete architectural unit with store



front, signs and interior of equal appearance and utility as they had previous to the taking, but there will be a prorata reduction in the rent payable each month and Lessee will have no right to any of the proceeds of such taking. If, on the other hand, the taking exceeds 25% of the total leased premises, or in the event the improvements are condemned and ordered torn down or removed by lawful authority, then the terms of this Lease shall cease as of the date possession shall be taken by such authority, the rent will be apportioned as of the date of such taking.

15. **Omitted.**

16. **Miscellaneous.**

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

To Lessor: 48714 Jones Road Soldotna, AK. 99669-9387

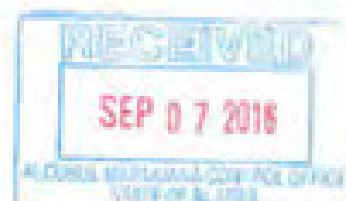
To Lessee: 48714 Jones Road, Suite 1 Soldotna, AK. 99669-9387

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

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

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

e. **Applicable Law and Termination of Lease.** This Lease shall be interpreted according to the law of the State of Alaska, and any legal proceedings to enforce it shall be venued in the courts of the State of Alaska, Third Judicial District at Kenai.



Lessor,

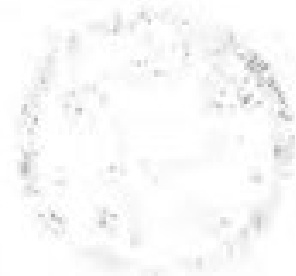
By: Shannon Lowry
Shannon Lowry

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

THIS IS TO CERTIFY that on this 10 day of September 2016 before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Shannon Lowry, to me known to be the person described in and who executed the above agreement, and he/she acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

By: Madeline Wilcox
Notary Public in and for the State of AK
My commission expires: 05/12/19



PROOF OF POSSESSION OF PROPOSED PREMISES

March 24, 2016

We, Michael and Shannon Lowry husband and wife, and sole owners of the real property located at 48714 Jones Rd, Soldotna Alaska 99669, hereby give written consent and permission to Terra House, LLC to have a Limited Marijuana Cultivation Facility on said property. We are also the sole members of Terra House, LLC.

Michael Lowry

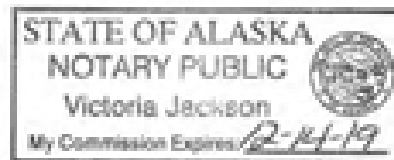


Notary Public in and for Alaska

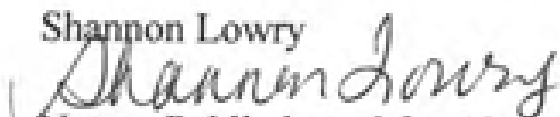
My Commission Expires: 12-14-19

Date

3/25/16



Shannon Lowry



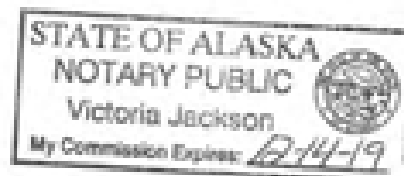
Notary Public in and for Alaska

My Commission Expires: 12-14-19



Date

3/25/16



PUBLISHER'S AFFIDAVIT

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

Denise Reece being first duly sworn, on oath deposes and says:

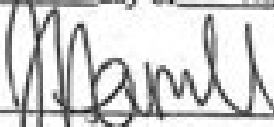
That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Morris Publishing Group/Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the Correction - Limited Marijuana Cultivation Facility

a printed copy of which is hereto annexed was published in said paper one each and every day for one successive and consecutive day in the issues on the following dates:

August 31, 2016

x Denise Reece

SUBSCRIBED AND SWORN to me before this 31st day of August, 2016



NOTARY PUBLIC in favor for the State of Alaska.

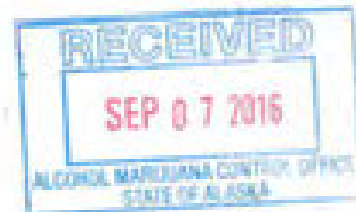
My Commission expires 6-May-19

CORRECTION
LIMITED
MARIJUANA CULTIVATION
FACILITY LICENSE

TERRA HOUSE, LLC is applying for a new Limited Marijuana Cultivation Facility License 3 AAC 306.400(2) d/b/a TERRA HOUSE, LLC, located at 48714 Jones Rd., Suite 1, Soldotna, AK, 99689-9387, UNITED STATES.

Interested persons should submit written comment or objection to their local government, the applicant, and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

PUBLISH: 8/31, 2016 2625/714408



Notary Public
J. HAMLIN
State of Alaska
My Commission Expires May 6, 2019

CLARION

PENINSULA

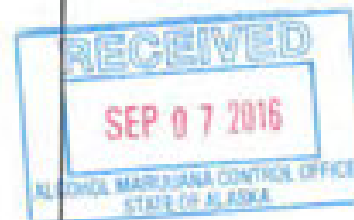


PO Box 3009, Kenai, AK 99611 - (907) 283-7551 - Fax (907) 283-3299

Terra House LLC
 Attn: Shannon Lowry
 48714 Jones Road
 Soldotna, AK 99669

Invoice # 2925/714408

Date	Description	Quantity	Total
08/31/16	Correction - Limited Marijuana Cultivation Facility License	6	57.00
	Legal		10.00
	Affidavit Charge		4.02
	Payment - Thank You		-71.02
	Total		\$0.00



Please include invoice and account numbers on all correspondence

Peninsula Clarion

Receipt of Payment

Customer Name: TERRA HOUSE LLC

Address: 48714 JONES ROAD

Acct #: 1000714408

Phone #:

City: SOLDOTNA State: AK Zip: 99669

Contact Name:

Email Address:

Order No: 7000069051

Category: CLASSIFIED > LEGALS > LEGAL NOTICES

Start Date: 08/31/2016

Package: n/a

Stop Date: 08/31/2016

Campaign/Rate: KEN-LEGAL-DISP: Legal Display

Sales Rep: Denise Reece

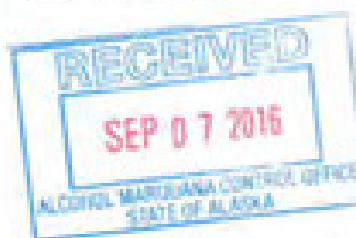
Products: KEN PENINSULA CLARION (1)

Copy Line: 2925 CORRECTION LIMITED CULTIVATION

Date/Time:	Paytype:	Amount paid:	Trans type:	CC Info/Notes:	Authorization/Ref#:
08/26/2016 19:34	Credit/Debit card	\$ 71.02	PAY		01341D

Print Ad Size:	2 col x 3.000"
# of Agate Lines:	
# of Words:	
Ad Price:	\$ 71.02
Overrides:	\$ 14.02
Total Cost:	\$ 71.02
Payment:	\$ 71.02
Balance Due:	\$ 0.00
PG#:	

No preview available



Peninsula Clarion
150 Trading Bay Rd, Suite 1, Kenai, AK 99011
www.peninsulaclarion.com

Print This Page

PUBLISHER'S AFFIDAVIT

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

Denise Reece being first duly sworn, on oath deposes and says:

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

a printed copy of which is hereto annexed was published in said paper one each and every week for three successive and consecutive weeks in the issues on the following dates:

March 2, 9, 16, 2016

x Denise Reece

SUBSCRIBED AND SWORN to me before this 16th day of March, 2016

L. Peikert

NOTARY PUBLIC in favor for the State of Alaska,

My Commission expires 07-09-2017

LIMITED MARIJUANA CULTIVATION FACILITY LICENSE

TERRA HOUSE, LLC is applying for a new Limited Marijuana Cultivation Facility License 3 AAC 306.400(2) d/b/a TERRA HOUSE, LLC, located at 48714 Jones Rd., Soldotna, AK, 99669-9387, UNITED STATES.

Interested persons should submit written comment or objection to their local government, the applicant, and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

PUBLISH: 3/2, 9, 16, 2016 2640/714406



CLARION

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

Terra House LLC
 Attn: Shannon Lowry
 48714 Jones Rd
 Soldotna, AK 99669-9387

Invoice # 2640/714408

Date	Description	Quantity	Total
	Limited Marijuana Cultivation Facility License		
03/02/16	Legal	6	57.00
03/09/16	Legal	6	57.00
03/16/16	Legal	6	57.00
	Affidavit Charge		10.00
	Sales Tax		10.86
	Payment - Thank You		-191.86
	Total		\$0.00

Please include invoice and account numbers on all correspondence

Peninsula Clarion

Receipt of Payment

Customer Name: TERRA HOUSE LLC

Address: 48714 JONES ROAD

Acct #: 1000714408

City: SOLDOTNA State: AK Zip: 99669

Phone #:

Contact Name:

Email Address:

Order No: 7000047039

Category: CLASSIFIED > LEGALS > LEGAL NOTICES

Start Date: 03/02/2016

Package: n/a

Stop Date: 03/16/2016

Campaign/Rate: KEN-LEGAL-DISP: Legal Display

Sales Rep: Denise Reece

Products: KEN PENINSULA CLARION (3)

Copy Line: 2640 LIMITED CULTIVATION FACILITY

Date/Time:	Paytype:	Amount paid:	Trans type:	CC Info/Notes:	Authorization/Ref#:
02/25/2016 19:28	Credit/Debit card	\$ 191.86	PAY		052853

Print Ad Size:	2 col x 3.000"
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# of Words:	
Ad Price:	\$ 191.86
Overrides:	\$ 20.86
Total Cost:	\$ 191.86
Payment:	\$ 191.86
Balance Due:	\$ 0.00
PO #:	

No preview available

Peninsula Clarion
150 Trading Bay Rd, Suite 1, Kenai, AK 99611
www.peninsulaclarion.com

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