



September 15, 2016

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

| | |
|-----------------------------|---|
| License Number: | 10176 |
| License Type: | Limited Marijuana Cultivation Facility |
| Licensee: | Alpha Kilo LLC |
| Doing Business As: | ALPHA KILO LLC |
| Physical Address: | 12180 nautical ave #1 Seward, AK 99664 |
| Designated Licensee: | Andrew Schaffer |
| Phone Number: | 907-362-6388 |
| Email Address: | raviation@live.com |

- 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).

This application is scheduled for the October 27-28 Marijuana Control Board Meeting.

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".

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov



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
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

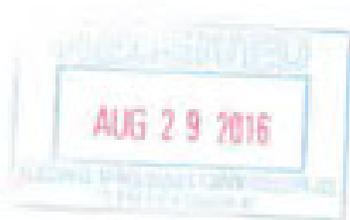
Enter information for the business seeking to be licensed, as identified on the license application.

| | | | | | |
|----------------------|--|-----------------|-------|-----------|-------|
| Licensee: | Alpha Kilo LLC | License Number: | 10176 | | |
| License Type: | Limited Marijuana Cultivation Facility | | | | |
| Doing Business As: | ALPHA KILO LLC | | | | |
| Physical Address: | 12180 nautical ave #1 | | | | |
| City: | Seward | State: | AK | Zip Code: | 99504 |
| Designated Licensee: | Andrew Schaffer | | | | |
| Email Address: | raviation@live.com | | | | |

Section 2 – Attached Items

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

| | |
|-----------------|---|
| Attached Items: | <p>MJ-02 Premises Diagram</p> <p>MJ-04 Page 2</p> <p>Entity Documents</p> |
|-----------------|---|



OFFICE USE ONLY

| | | | | | |
|----------------|--|------------------------|--|----------------|--|
| Received Date: | | Payment Submitted Y/N: | | Transaction #: | |
|----------------|--|------------------------|--|----------------|--|



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110808, Juneau, AK 99811-0808
(907) 465-2550 - Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 10036281
Date Filed: 03/05/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-3/5/2016 10:16:17 AM

Entity Name: Alpha Kilo LLC
Entity Number: 10036281
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Andrew Schaffer
Physical Address: 12180 NAUTICAL AVE , SEWARD, AK 99664
Mailing Address: P.O. BOX 526, SEWARD, AK 99664

Entity Physical Address: 12180 NAUTICAL AVE #1, SEWARD, AK 99664

Entity Mailing Address: P.O. BOX 526, SEWARD, AK 99664

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.

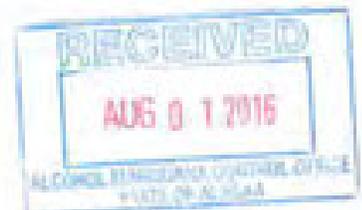
| Name | Address | % Owned | Titles |
|-----------------|--------------------------------|---------|--------|
| Andrew Schaffer | p.o. box 526, seward, AK 99664 | 100 | Member |

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: andrew schaffer





THE STATE

of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110800, Juneau, AK 99811-0800
(907) 465-2550 - Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

AK Entity #: 10036281
Date Filed: 03/29/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-3/29/2016 3:56:27 PM

1 - Entity Name

Legal Name: Alpha Kilo LLC

2 - Purpose

The purpose of the LLC is to conduct any lawful act for which a LLC is organized.

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Andrew Schaffer
Mailing Address: p.o. box 526, Seward, AK 99664
Physical Address: 12180 Nautical AVE , Seward, AK 99664

5 - Entity Addresses

Mailing Address: p.o. box 526, seward, AK 99664
Physical Address: 12180 Nautical AVE #1, seward, AK 99664

6 - Management

The limited liability company is managed by its members.



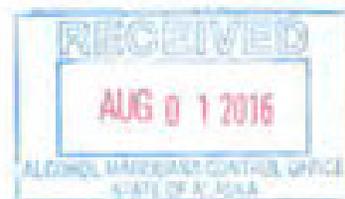
7 - Officials

| Name | Address | % Owned | Titles |
|-----------------|---------|---------|-----------|
| Andrew Schaffer | | | 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: Andrew Schaffer



OPERATING AGREEMENT
of
Alpha kilo LLC

This Operating Agreement (the "Agreement") made and entered into this 22nd day of August, 2016 (the "Execution Date"),

BY:

Andrew schaffer of 12180 Nautical ave Seward Ak 99664
(the "Member").



BACKGROUND:

- A. The Member wishes to be the sole member of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

- 1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Alaska. The rights and obligations of the Member will be as stated in the Alaska Revised Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be Alpha kilo LLC.

Sole Member

- 3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the

consent or vote of the sole Member.



Purpose

- 4. Cultivate plants.

Term

- 5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

- 6. The Principal Office of the Company will be located at 12180 nautical ave Seward Alaska or such other place as the Member may from time to time designate.

Capital Contributions

- 7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

| Member | Contribution Description | Value of Contribution |
|-----------------|---|------------------------------|
| Andrew schaffer | Andrew Schaffer will provide all services | \$10,000.00 |

Allocation of Profits/Losses

- 8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member:
Andrew schaffer of 12180 Nautical ave Seward Ak 99664.
- 9. Where the Company consists of two or more Members, no Member will have priority over any other Member for the distribution of Net Profits or Losses.



Nature of Interest

10. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

11. Where the Company consists of two or more Members, no Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Member.



Authority to Bind Company

18. Only the following individuals have authority to act for or bind the Company in contract:

- Andrew Schaffer.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

Member Meetings

21. Where the Company consists of two or more Members, a meeting may be called by any Member providing that reasonable notice has been provided to the other Members.
22. Member meetings will be held at any location that the Members may from time to time designate.

Voting

23. Where the Company consists of two or more Members, each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. No new Members may be admitted into the Company.

Voluntary Withdrawal of a Member

25. The voluntary withdrawal of a Member will result in the dissolution of the Company.
26. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

27. Where the Company consists of two or more Members, events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
28. The involuntary withdrawal of a Member will result in the dissolution of the Company.

Dissociation of a Member

29. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member.

AUG 29 2016

30. Any remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
31. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
32. Where any remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

33. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest.

AUG 29 2016

Assignment of Interest

34. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

35. Where the Company consists of two or more Members, a Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
36. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an

independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members.

- 37. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

- 38. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

- 39. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
- b. in satisfaction of Company debt obligations to current Members; and then
- c. to the Member.



- 40. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets over liabilities under this section will be resolved by the Member. Where there are two or more Members, Company liabilities will be resolved by the Members in proportion to the Members' financial interest as set out in the Valuation of Interest section of this Agreement.

Records

- 41. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company;
 - b. A copy of the Company federal, state, and local income taxes for each year;

- c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member;
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
42. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

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Books of Account

43. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

44. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Member. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

45. Any Member will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Members, not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

46. This Company is intended to be treated as a disregarded entity for the purposes of Federal and State Income Tax.

Annual Report

47. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.

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Goodwill

48. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

49. The laws of the State of Alaska will govern the validity of this Agreement, the construction of its terms, and the interpretation of the stated rights and duties.

Forbidden Acts

50. No Member may do any act in contravention of this Agreement.
51. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
52. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
53. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
54. No Member may confess a judgment against the Company.
55. Where the Company consists of two or more Members, any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated

accordingly by the remaining Members.

AUG 23 2018

Indemnification

56. The Member will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of the Member's participation in Company affairs. The Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

57. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

58. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

59. The Company will have the right to acquire life insurance on the life of the Member, whenever it is deemed necessary by the Company. The Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Amendment of Operating Agreement

60. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

61. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

62. Time is of the essence in this Agreement.
63. This Agreement may be executed in counterparts.
64. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
65. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
66. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
67. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
68. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
69. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

AUG 29 2018

AUG 28 2016

Definitions

70. For the purpose of this Agreement, the following terms are defined as follows:

- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Member to the Company.
- b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
- c. "Initial Contribution" means Capital Contributions made by a Member to acquire an interest in the Company.
- d. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- g. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 22nd day of August, 2016.

STATE OF Alaska
 COUNTY OF 3rd Judicial
 SUBSCRIBED AND SWORN TO BEFORE ME
 THIS 24th DAY OF August, 2016.
 BY Andrew Schaffer

 NOTARY PUBLIC



Andrew Schaffer
 Andrew schaffer (Member)
Andrew Schaffer



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: | Alpha Kilo LLC | License Number: | 10176 | | |
| License Type: | Limited Marijuana Cultivation Facility | | | | |
| Doing Business As: | Alpha Kilo LLC | | | | |
| Premises Address: | 12180 Nautical ave #1 | | | | |
| City: | Seward | State: | Alaska | ZIP: | 99664 |

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

| | |
|--------|-----------------|
| Name: | Andrew Schaffer |
| Title: | Member |

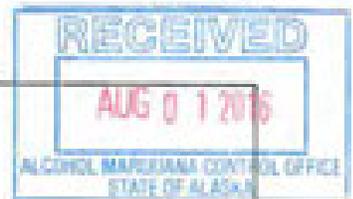
Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

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

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

[Empty text box for license numbers and types]





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

Section 4 - Certifications

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

Initials

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

A.S.

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

A.S.

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

A.S.

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.

A.S.

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.

A.S.

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.

A.S.

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).

A.S.

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

A.S.

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.

A.S.

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.

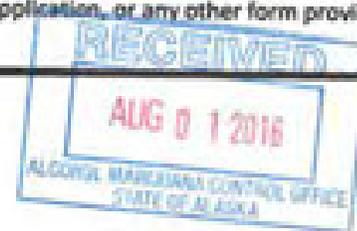
A.S.

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

A.S.

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.

A.S.





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.

Andrew Schaffer
 Signature of licensee

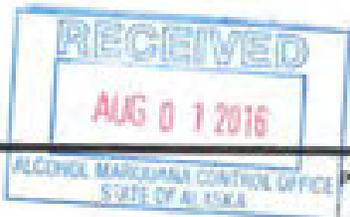
Andrew Schaffer
 Printed name

Subscribed and sworn to before me this 27th day of July, 2016.



Sierra Gribble
 Notary Public in and for the State of Alaska.

My commission expires: 04/08/2018





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

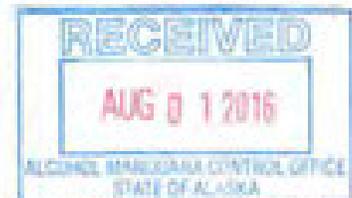
What is this form?

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

What must be covered in an operating plan?

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

- 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: | Alpha Kilo LLC | License Number: | 10176 | | |
| License Type: | Limited Marijuana Cultivation Facility | | | | |
| Doing Business As: | Alpha Kilo LLC | | | | |
| Premises Address: | 12180 Nautical ave #1 | | | | |
| City: | Seward | State: | ALASKA | ZIP: | 99664 |

| | | | | | |
|------------------|--------------|--------|--------|------|-------|
| Mailing Address: | P.O. Box 526 | | | | |
| City: | Seward | State: | ALASKA | ZIP: | 99664 |

| | | | | | |
|------------------|--------------------|-------------|--------------|--|--|
| Primary Contact: | Andrew Schaffer | | | | |
| Main Phone: | 907 362-6388 | Cell Phone: | 907 362-6388 | | |
| Email: | raviation@live.com | | | | |



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

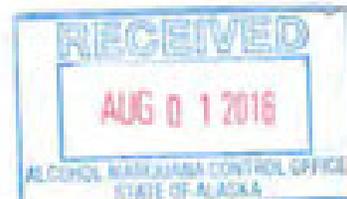
Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

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

Restricted Access Areas (3 AAC 306.710):

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

Restricted access areas will be locked and marked with a sign that reads "Restricted access area. Visitors must be escorted.)



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

The process for admitting visitors shall be as follows. Before entry to a restricted access area a employee or licensee will check identification as required by (3 AAC 306.350) to verify the visitor is 21 years of age or older. The name, date and time will recorded in a visitor log. the visitor will then be issued a visitor identification badge. The visitor will be escorted at all times by an employee , licensee or agent of the establishment. No more than five visitors will be admitted at a time.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

A log will be kept in duplicate the name, date and time of entry of all visitors granted access to restricted access areas.

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





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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:

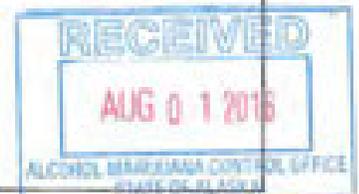
Exterior lighting will be placed in a way to facilitate surveillance by lighting a clear view for the video surveillance camera to identify people within 20 feet of each entrance to the licensed premises.

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

The alarm system consists of sensors on each entry point (doors or windows) to the facility and a key pad. When sensors are triggered a code must be entered on the key pad or a alarm will sound and law enforcement will be notified

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:

The security alarm system will always remain active. Anytime a entry point is breached the key code must be entered to prevent the alarm from sounding.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

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marijuana@commerce.alaska.gov

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Phone: 907.269.0350

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

Diversion will be prevented by having a policy that restricts access to areas where marijuana is grown, cured or stored. Employees will wear pocket less Tyvek style suits in areas where marijuana is grown, cured or stored and must leave personal belongings (backpacks, handbags, ect) at the entrance.

Describe your policies and procedures for preventing loitering:

There will be a no trespassing sign and any unauthorized person on the property will be asked to leave.

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:

In addition to the compliant video surveillance, exterior lighting and alarm system the facility is located next to the licensee's residence this will ensure the licensed premises will not be left vacant for long periods of scheduled time.

RECEIVED

AUG 01 2016

ALCOHOL MARIJUANA CONTROL OFFICE
STATE OF ALASKA



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/amos>
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:

The licensee will not attempt to be a hero and will work with authorities in any way they ask to resolve the situation.

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

Both the interior and exterior of each entrance to the facility

Each point of sale area

Each video surveillance recording:

Yes No

Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing

Clearly and accurately displays the time and date

Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1609

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

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:

A video camera will be placed near the main entrance pointing in the direction of the approach path as to identify any individual within 20 feet. Upon entry of the facility another camera will be placed to have a clear view of the main entry point. Any area where marijuana is grown, cured, stored or where waste is destroyed will have cameras placed in fixed positions as to clearly identify all persons and activities in those areas.

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

The video surveillance equipment will be housed in a built in locking cabinet that will have a combination lock on it. Only the licensee will have the combination, however upon request the combination will be provided to any law enforcement officer or agent of the board.

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

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

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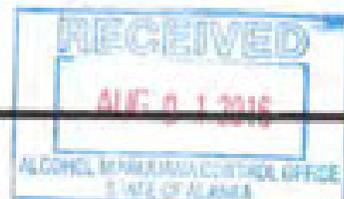
<https://www.commerce.alaska.gov/web/amos>

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.

| Business Records Maintained and Kept on the Licensed Premises: | Yes | No |
|---|-------------------------------------|--------------------------|
| All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Records related to advertising and marketing | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| A current diagram of the licensed premises including each restricted access area | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| A log recording the name, and date and time of entry of each visitor permitted into a restricted access area | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| All records normally retained for tax purposes | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |





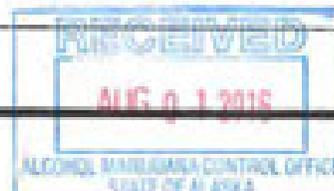
Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

All required records will be made in duplicate. One set of records will be kept off site and the other set will be kept on site.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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Anchorage, AK 99501

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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

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

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

The tracking system to be used is called METRIC it uses radio frequency identification tags attached to every plant and labels attached to wholesale packages to track marijuana inventory. METRIC is the system the board has implemented.





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.

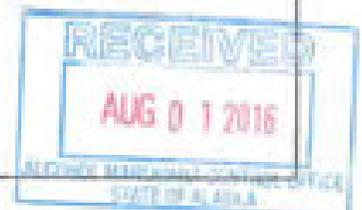
A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board 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 establishment will require each licensee and employee to obtain a marijuana handlers permit by attending a approved education course once every 3 years.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 - Waste Disposal

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

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

Marijuana Waste Disposal:

Yes

No

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

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

Non marijuana waste (paper, plastic, cardboard, ect) will be disposed of at the Seward transfer facility. Hazardous items such as spent light bulbs will also be disposed of at the Seward transfer facility on the appropriate "hazmat" day. Waste water will be put into a septic system. Marijuana waste will be placed into a tote for no less than three days. The waste will then be made unusable for the purpose it was grown by grinding it and mixing it with a equal amount of perlite. The waste will then be placed into a compost pile.

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

The marijuana waste will be mixed with perlite.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

The process for making the marijuana waste unusable for the purpose for which it was grown will be as follows. First notice will be given to the board in the marijuana tracking system. The waste will then be placed into a tote for 3 days. After 3 days waste will then be ground up and mixed with a equal amount of perlite. The waste will then be placed into a compost pile. A record of the final destination will be kept.





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
http://www.commerce.alaska.gov/web/amsco
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.

Table with 3 columns: Requirement, Yes, No. Contains 8 rows of requirements related to marijuana transportation, such as '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'.





Alaska Marijuana Control Board

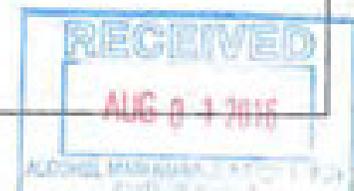
Form MJ-01: Marijuana Establishment Operating Plan

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

The marijuana will be placed in a sealed container, then using the inventory tracking system the type, amount, weight of marijuana, the name of the transporter, the time of departure, expected time of delivery, make, model and licence plate number of the transporting vehicle, will be recorded. A complete transport manifest (on a form the board prescribed) and the sealed marijuana will be placed into a locked, safe and secure storage compartment in the vehicle.

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

The storage compartment is a locking trunk style container that will be secured to the rear cargo area.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

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

There will be no signs on the facility.

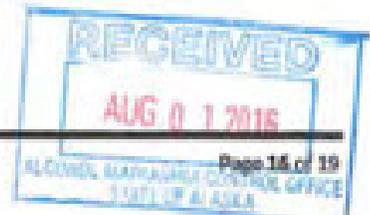
If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

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 type="checkbox"/> | <input type="checkbox"/> |
| Promotes excessive consumption | <input type="checkbox"/> | <input type="checkbox"/> |
| Represents that the use of marijuana has curative or therapeutic effects | <input type="checkbox"/> | <input type="checkbox"/> |
| Depicts a person under the age of 21 consuming marijuana | <input 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 type="checkbox"/> | <input type="checkbox"/> |





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.license@alaska.gov
https://www.commerce.alaska.gov/web/amao
Phone: 907.269.0350

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.

Two empty checkboxes for 'Agree' and 'Disagree'.

On or in a public transit vehicle or public transit shelter

Two empty checkboxes for 'Agree' and 'Disagree'.

On or in a publicly owned or operated property

Two empty checkboxes for 'Agree' and 'Disagree'.

Within 1000 feet of a substance abuse or treatment facility

Two empty checkboxes for 'Agree' and 'Disagree'.

On a campus for post-secondary education

Two empty checkboxes for 'Agree' and 'Disagree'.

Signage and Promotional Materials:

Agree Disagree

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

Two empty checkboxes for 'Agree' and 'Disagree'.

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

Two empty checkboxes for 'Agree' and 'Disagree'.

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

Two empty checkboxes for 'Agree' and 'Disagree'.





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

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

The exterior of the building where Marijuana is grown, stored and waste is destroyed will be locked and no person shall be permitted access without showing valid identification to a employee or licensee.

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.

Andrew Schaffer
Signature of licensee

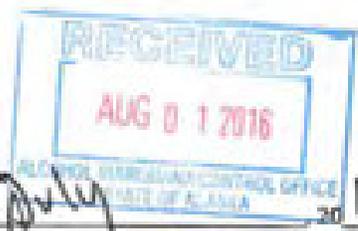
Andrew Schaffer
Printed name

Subscribed and sworn to before me this 27 day of July 2016



Sierra Gribble
Notary Public in and for the State of Alaska.

My commission expires: 04/08/2018





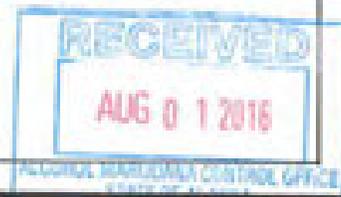
Alcohol and Marijuana Control Office
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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):





Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. 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.

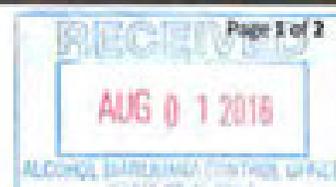
Yes No

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: | Alpha Kilo LLC | License Number: | 10176 | | |
| License Type: | Limited Marijuana Cultivation Facility | | | | |
| Doing Business As: | Alpha Kilo LLL | | | | |
| Premises Address: | 12180 Nautical Ave #1 | | | | |
| City: | Seward | State: | AK | ZIP: | 99664 |





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
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marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/smco>
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Alaska Marijuana Control Board

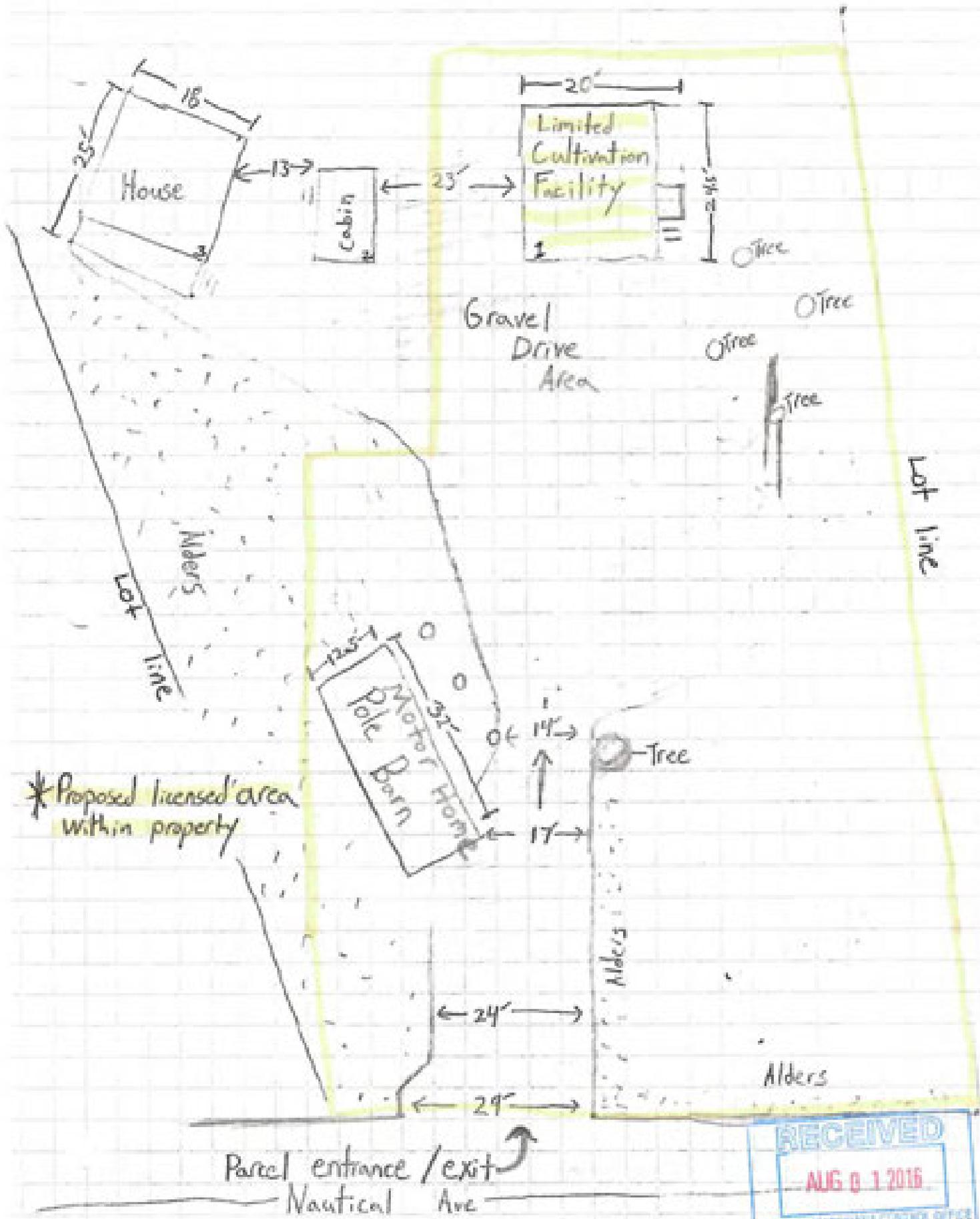
Form MJ-02: Premises Diagram

Section 2 - Detailed Premises Diagram

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



12180 Nautical Ave



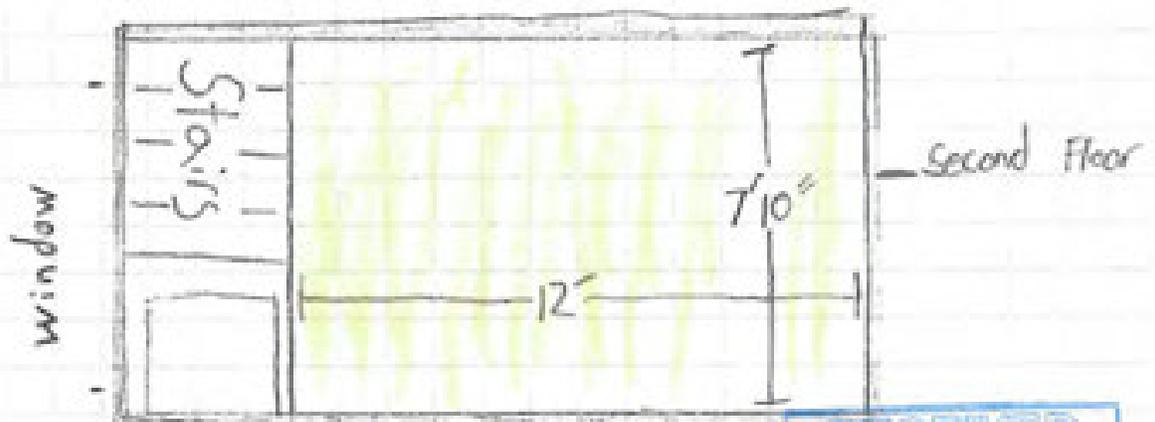
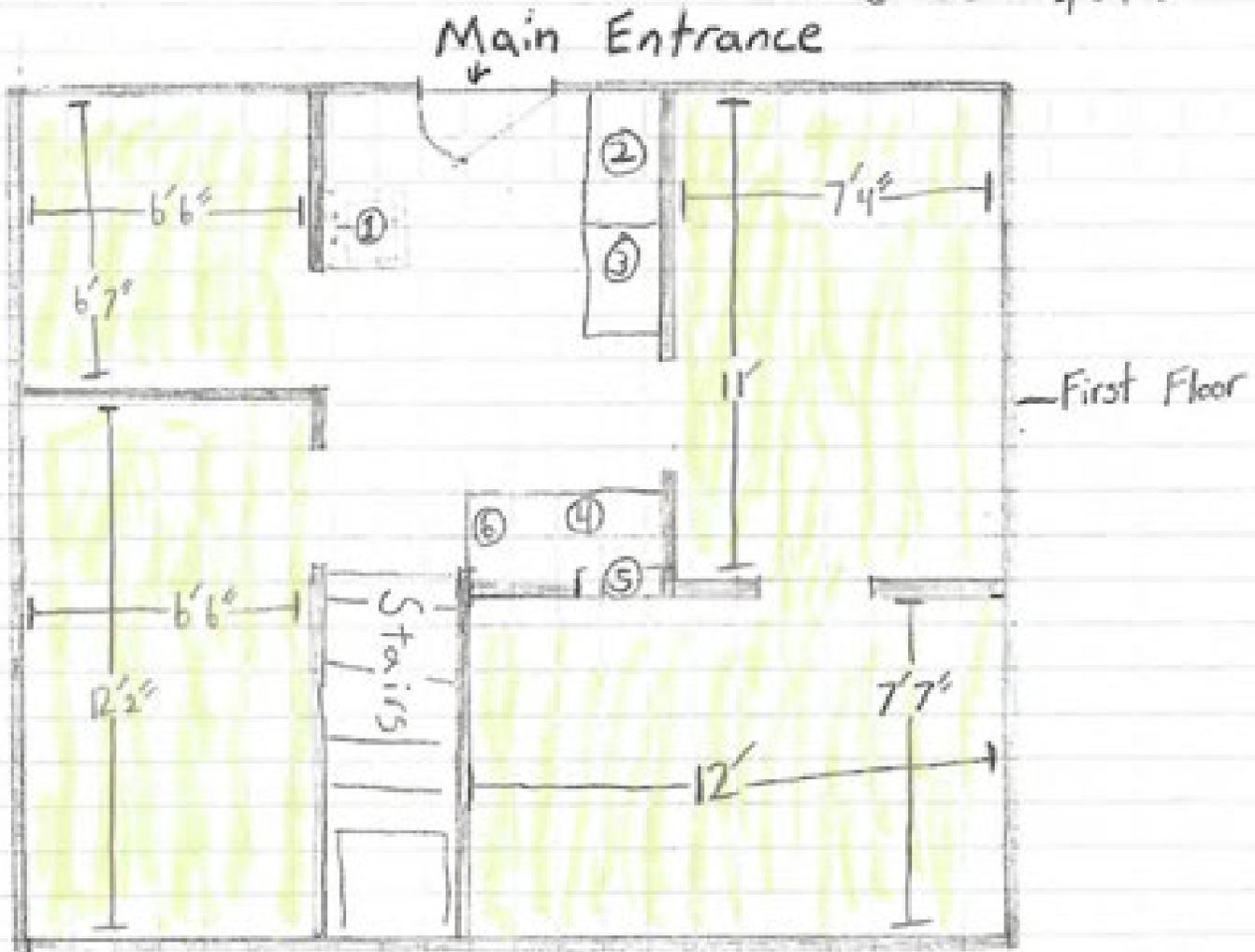
* Proposed licensed area within property

Parcel entrance / exit
Nautical Ave

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AUG 0 1 2016
ALCOHOL BEVERAGE CONTROL OFFICE
STATE OF ALASKA

12180 Nautical ave #1

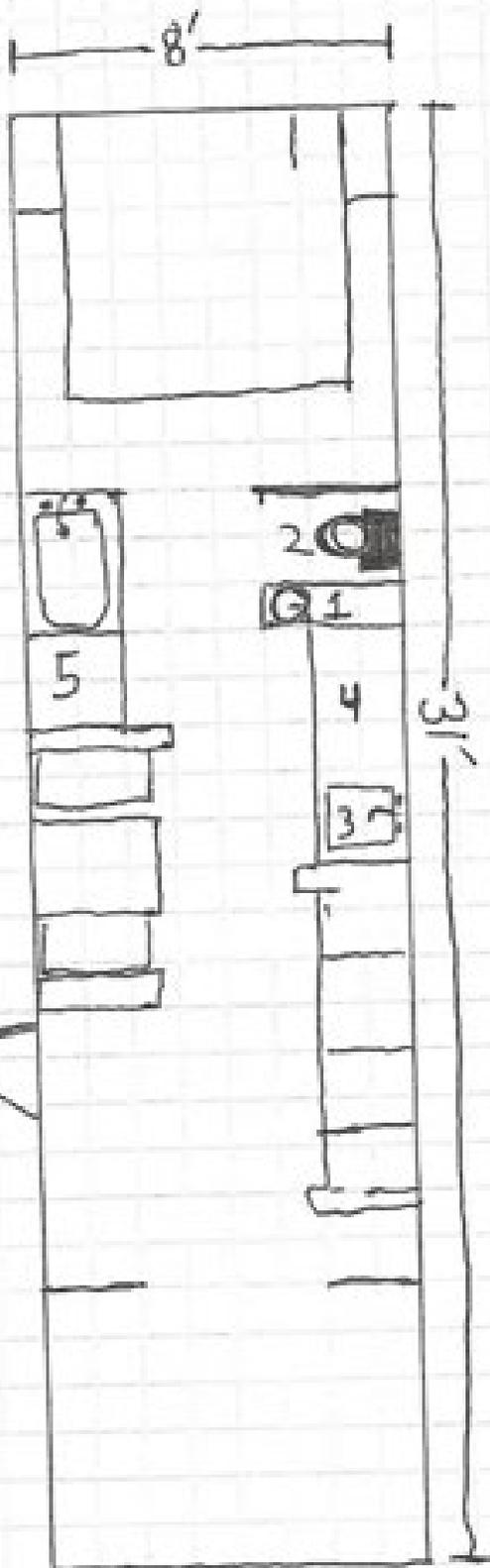
- ① Sink
- ② Storage Rack
- ③ locking Surveillance Cabinet
- ④ Drying Rack
- ⑤ Work table
- ⑥ Waste disposal bin



*Entire Building is a restricted access area.
Highlighted areas are under cultivation.



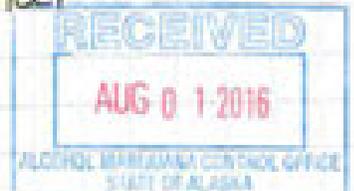
Motor Home



- 1 Hand washing sink
- 2 Toilet
- 3 sink
- 4 Counter
- 5 Cabinet

Main Door

* Motor Home only to be used to meet
3 AAC 306.735 (2) (A)





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/ams.o>
 Phone: 907.269.0350

What is this form?

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

What additional information is required for cultivation facilities?

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

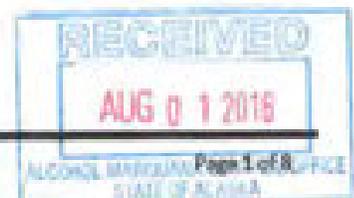
- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

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

Section 1 - Establishment Information

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

| | | | | | |
|--------------------|--|-----------------|--------|------|-------|
| Licensee: | Alpha Kilo LLC | License Number: | 10176 | | |
| License Type: | Limited Marijuana Cultivation Facility | | | | |
| Doing Business As: | Alpha Kilo LLC | | | | |
| Premises Address: | 12180 Nautical ave #1 | | | | |
| City: | Seward | State: | ALASKA | ZIP: | 99664 |





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

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

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

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

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

Section 3 – Cultivation Plan

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

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

Room #1 Vegetation. Room #1 will be under cultivation and used to propagate and vegetate plants. Room #1 is 6'6" by 6'7" = 42.79 square feet.

Room #2 Flowering. Room #2 will be under cultivation and used to flower plants. Room #2 is 7'4" by 11' = 80.67 square feet.

Room #3 Flowering. Room #3 will be under cultivation and used to flower plants. Room #3 is 7'7" by 12' = 91 square feet.

Room #4 Flowering. Room #4 will be under cultivation and used to flower plants. Room #4 is 7'10" by 12' = 94 square feet.

Room #5 Flowering. Room #5 will be under cultivation and used to flower plants. Room #5 is 6'6" by 12'2" = 79.08 square feet.

The total for all rooms under cultivation is 387.54 square feet.



André [Signature]



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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Anchorage, AK 99501

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

Phone: 907.269.0350

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

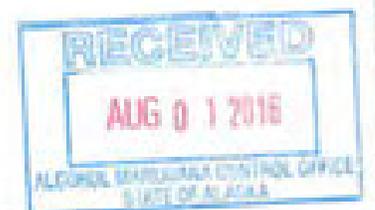
The growing medium is expanded clay

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

The fertilizers to be used are General Hydroponics 3 part system of Flora Grow, Flora Micro and Flora Bloom as well as General Hydroponics 2 part Flora Nova series and PH up and PH down. These fertilizers will be mixed with water to create a nutrient solution. Hormex rooting powder will be used to propagate cuttings. The chemicals to be used are Azamax and Neem oil for possible pest infestations. Household bleach, vinegar and 3% hydrogen peroxide will be used to clean equipment and facilities. Carbon dioxide will be provided with a tank and regulator system.

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

The irrigation is a top drip / recirculating system. Nutrient solution will be fed to the plants and then recirculated to a central reservoir. Waste water will be placed into a septic system.





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

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

Phone: 907.269.0350

Describe the marijuana cultivation facility's waste disposal arrangements:

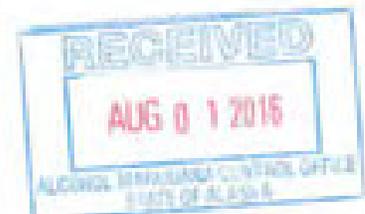
Non marijuana waste(paper,plastic, cardboard,ect) will be disposed of at the Seward transfer facility. hazardous materials such as spent light bulbs will also be disposed of at the Seward transfer facility on the appropriate "Hazmat" day. waste water will be placed into a septic system. marijuana waste will be placed into a compost in compliance with 3AAC 306.740.

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:

Active carbon filters will be used on exhaust vents of flowering rooms.





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

Section 5 – Testing Procedure and Protocols

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

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

I understand and agree that:

Agree Disagree

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

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

The Marijuana will be divided into individual strains then a individual will take a random homogenous sample of each strain in the amount required by the testing facility. Two signed statements showing each sample has been randomly selected will be prepared. One statement will be provided to the testing facility the other will be kept with the business records in compliance with 3AAC 306.755. The sample will then be transported to the marijuana testing facility in compliance with 3 AAC 306.705. The batch to be tested will be segregated until the marijuana testing facility reports the results. The testing results will be kept with the business records.





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

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

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

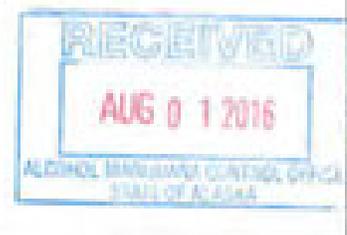
Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

Restricted Access Area (3 AAC 306.430):

Yes No

Will the marijuana cultivation facility include outdoor production?

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





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 Phone: 907.269.0350

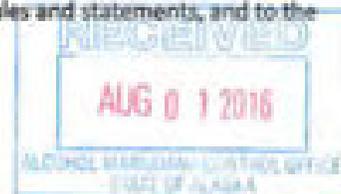
Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

The marijuana growing operation is inside a fully enclosed secure facility. There are no doors or windows from outside that open directly into a grow area.

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.

Andrew Schaffer
 Signature of licensee
Andrew Schaffer
 Printed name



Subscribed and sworn to before me on this 27th day of July, 2016

Sierra Gribble
 Notary Public in and for the State of Alaska
 My commission expires: 07/08/2018



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

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

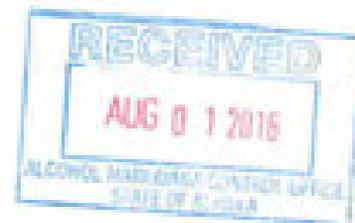
Anchorage, AK 99501

marijuana.licensed@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

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: | Alpha Kilo LLC | License Number: | 10176 | | |
| License Type: | Limited Marijuana Cultivation Facility | | | | |
| Doing Business As: | Alpha Kilo LLC | | | | |
| Premises Address: | 12180 Nautical ave#1 | | | | |
| City: | Seward | State: | AK | ZIP: | 99664 |

Section 2 - Certification

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

Start Date: 3-7-2016 End Date: 3-19-2016

Other conspicuous location: Safeway located at 1907 Seward Hwy

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.

Andrew Schaffer
Signature of licensee

Andrew Schaffer
Printed name of licensee



Sierra Gribble
Notary Public in and for the State of Alaska

My commission expires: 04/08/2018

Subscribed and sworn to before me this 27 day of July, 2016





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 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: | Alpha Kilo LLC | License Number: | 10176 | | |
| License Type: | Limited Marijuana Cultivation Facility | | | | |
| Doing Business As: | Alpha Kilo LLC | | | | |
| Premises Address: | 12180 Nautical ave #1 | | | | |
| City: | Seward | State: | AK | ZIP: | 99664 |

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: Kenai Peninsula Borough Name of Official: Johni Blankenship
 Title of Official: Borough Clerk Date Submitted: 3-8-2016
 Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

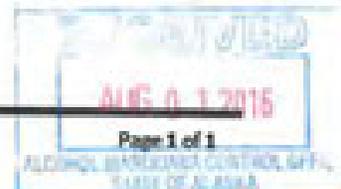
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Andrew Schaffer
 Signature of licensee
Andrew Schaffer
 Printed name of licensee



[Signature]
 Notary Public in and for the State of Alaska
 My commission expires: 04/08/2018

Subscribed and sworn to before me this 27 day of July, 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

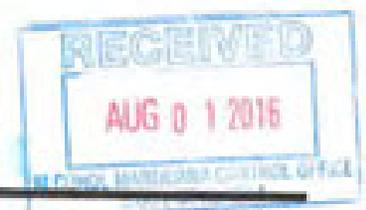
Enter information for the business seeking to be licensed, as identified on the license application.

| | | | | | |
|--------------------|--|-----------------|-------|------|-------|
| Licensee: | Alpha Kilo LLC | License Number: | 10176 | | |
| License Type: | Limited Marijuana Cultivation Facility | | | | |
| Doing Business As: | Alpha Kilo LLC | | | | |
| Premises Address: | 12180 Nautical ave #1 | | | | |
| City: | Seward | State: | AK | ZIP: | 99664 |

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

| | |
|--------|-----------------|
| Name: | Andrew Schaffer |
| Title: | Member |
| SSN: | [REDACTED] |





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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

Section 3 - Certifications

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

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

I 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.

Andrew Schaffer
Signature of licensee/affiliate

Andrew Schaffer
Printed name



Subscribed and sworn to before me this 27 day of July, 2016

Sierra Gribble
Notary Public in and for the State of Alaska.

My commission expires: 04/08/2018



Alcohol & Marijuana Control Office

License Number: 10176

License Status: New

License Type: Limited Marijuana Cultivation Facility

Doing Business As: ALPHA KILO LLC

Business License Number: 1033153

Designated Owner: Andrew Schaffer

Email Address: raviation@live.com

Latitude, Longitude: 60.158465, -149.410620

Physical Address: 12180 nautical ave #1
Seward, AK 99664
UNITED STATES

Owner #1

Owner Type: Entity

Alaska Entity Number: 10036281

Alaska Entity Name: Alpha Kilo LLC

Phone Number: 907 362-6388

Email Address: raviation@live.com

Mailing Address: p.o. box 526
Seward, AK 99664
UNITED STATES

Affiliate #1

Owner Type: Individual

Name: Andrew Schaffer

SSN: [REDACTED]

Date of Birth: 10/17/1977

Phone Number: 907 362 6388

Email Address: raviation@live.com

Mailing Address: p.o. box 526
Seward, AK 99664
UNITED STATES

Affiliate #2

Owner Type: Entity

Alaska Entity Number: 10036281

Alaska Entity Name: Alpha Kilo LLC

Phone Number: 907 362 6388

Email Address: raviation@live.com

Mailing Address: p.o. box 526
Seward, AK 99664
UNITED STATES

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 27th day of July, 2016

BETWEEN:

Stacy Schaffer of 12180 Nautical ave, Seward , Alaska, 99664

Telephone: (907) 602-6999 Fax: _____

(the "Landlord")

OF THE FIRST PART

- AND -

Alpha Kilo LLC of 12180 Nautical ave#1, Seward, Alaska, 99664

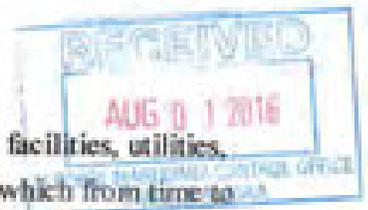
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the



Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Lands" means the land legally described as:

i. T 1 N R 1 W SEC 23 Seward Meridian SW 0900001 SEWARD PARK SUB PHASE 1 LOT 2 BLK 2;

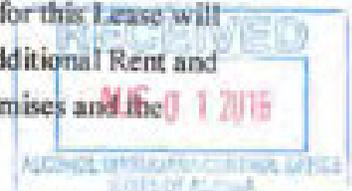
e. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

f. "Premises" means the commercial premises at _____, 12180 Nautical ave#1, Seward, AK, 99664.

g. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the



operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the commercial premises municipally described as _____, 12180 Nautical ave#1, Seward, AK, 99664, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):

Cultivation facility.

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

Term

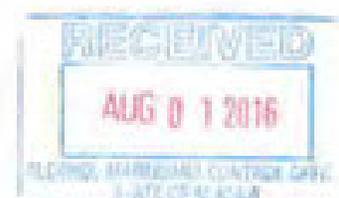
4. The term of the Lease is a periodic tenancy commencing at 12:00 noon on July 24, 2016 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.

Rent

5. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$500.00, payable per month, for the Premises (the "Base Rent").
6. The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord.
7. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

8. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Alpha Kilo LLC and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.



9. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

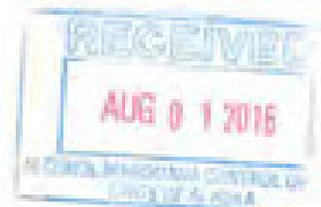
10. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

11. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.
12. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Governing Law

13. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.



Severability

14. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alaska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Bulk Sale

15. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

16. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
17. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
18. The Tenant will not engage in any illegal trade or activity on or about the Premises.
19. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

20. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

21. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.



Rules and Regulations

22. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

23. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

24. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

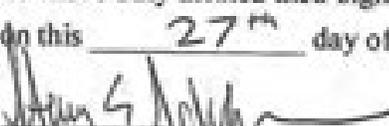
25. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

26. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 27th day of July, 2016.



(Witness) Notary Public

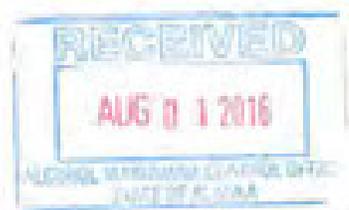


Stacy Schaffer (Landlord)



(Witness) Notary Public

Alpha Kilo LLC (Tenant) 
Andrew J. Schaffer
Per: _____ (SEAL)



PUBLISHER'S AFFIDAVIT

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

Denise Reese 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 17, 24, 31, 2016

X Denise Reese

SUBSCRIBED AND SWORN to me before this 31st 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

Alpha Kilo LLC is applying for a new Limited Marijuana Cultivation Facility License 3 AAC 306.400(2) d/b/a ALPHA KILO LLC, located at 12180 Nautical Ave. #1, Seward, AK, 99664, UNITED STATES.

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

PUBLISH: 3/17, 24, 31, 2016 2676/715429

