



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

October 3, 2018

Kenai Peninsula Borough

Attn: Johni Blankenship

VIA Email: [jblankenship@kpb.us](mailto:jblankenship@kpb.us)

CC: [micheleturner@kpb.us](mailto:micheleturner@kpb.us)

[tshassetz@kpb.us](mailto:tshassetz@kpb.us)

<b>License Number:</b>	15519
<b>License Type:</b>	Standard Marijuana Cultivation Facility
<b>Licensee:</b>	Peace Frog Botanicals II LLC
<b>Doing Business As:</b>	PEACE FROG BOTANICALS II LLC
<b>Physical Address:</b>	47458 Lakeside Street Kenai, AK 99611
<b>Designated Licensee:</b>	Dollynda Phelps
<b>Phone Number:</b>	907-252-8026
<b>Email Address:</b>	jeffdol@yahoo.com

☒ **New Application**

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

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

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

This application will be in front of the Marijuana Control Board at our May 7, 2018 meeting.

Sincerely,

Erika McConnell, Director

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alaska Marijuana Control Board

## Form MJ-08: Local Government Notice Affidavit

### What is this form?

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

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

### Section 1 – Establishment Information

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

Licensee:	Peace Frog Botanicals II LLC	License Number:	15519		
License Type:	Standard Cultivation facility				
Doing Business As:	Peace Frog Botanicals II LLC				
Premises Address:	47458 Lakeside st				
City:	Kenai	State:	AK	ZIP:	99611

### Section 2 – Certification

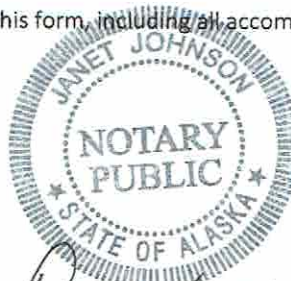
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government official and community council (if applicable):

Local Government:	Kenai Peninsula Borough	Name of Official:	Johni Blankenship
Title of Official:	KPB Clerk	Date Submitted:	11-06-17
Community Council:		Date Submitted:	
(Municipality of Anchorage and Matanuska-Susitna Borough only)			

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

Dollynda Phelps  
Signature of licensee

DOLLYNDA PHELPS  
Printed name of licensee



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

My commission expires: 11/20/2020

Subscribed and sworn to before me this 21 day of December, 2017.

Department of Commerce, Community, and Economic Development

## CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	Peace Frog Botanicals II LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10070711

**Status:** Good Standing

**AK Formed Date:** 10/27/2017

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2019

**Entity Mailing Address:** 47458 LAKESIDE ST, KENAI, AK 99611

**Entity Physical Address:** 47458 LAKESIDE ST, KENAI, AK 99611

### Registered Agent

**Agent Name:** Dollynda Phelps

**Registered Mailing Address:** 47459 LAKESIDE ST, KENAI, AK 99611

**Registered Physical Address:** 47459 LAKESIDE ST, KENAI, AK 99611

### Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Dollynda Phelps	Member	50
	Jeffery Phelps	Member	50

## Filed Documents

Date Filed	Type	Filing	Certificate
10/27/2017	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
10/27/2017	Initial Report	<a href="#">Click to View</a>	

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

State of Alaska > Commerce > Corporations, Business, & Professional Licensing > Search & Database Download > Corp. > Corporation Details

## NAME(S)

Type	Name
Legal Name	Peace Frog Botanicals II LLC

## ENTITY DETAILS

**Entity Type:** Limited Liability Company  
**Entity #:** 10070711  
**Status:** Good Standing  
**AK Formed Date:** 10/27/2017  
**Duration/Expiration:** Perpetual  
**Home State:** ALASKA  
**Next Biennial Report Due:** 1/2/2019  
**Entity Mailing Address:** 47458 LAKESIDE ST, KENAI, AK 99611  
**Entity Physical Address:** 47458 LAKESIDE ST, KENAI, AK 99611

## REGISTERED AGENT

**Agent Name:** Dollynda Phelps  
**Registered Mailing Address:** 47459 LAKESIDE ST, KENAI, AK 99611  
**Registered Physical Address:** 47459 LAKESIDE ST, KENAI, AK 99611

## OFFICIALS

<input type="checkbox"/> Show Former			
AK Entity #	Name	Titles	Owned
	Dollynda Phelps	Member	50
	Jeffery Phelps	Member	50

## FILED DOCUMENTS

Date Filed	Type	Filing	Certificate
10/27/2017	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
10/27/2017	Initial Report	<a href="#">Click to View</a>	

### Juneau Mailing Address

P.O. Box 110806  
Juneau, AK 99811-0806

### Physical Address

333 Willoughby Avenue  
9th Floor  
Juneau, AK 99801-1770

### Phone Numbers

Main Phone: (907) 465-2550  
FAX: (907) 465-2974

### Anchorage Mailing/Physical Address

550 West Seventh Avenue  
Suite 1500  
Anchorage, AK 99501-3567

### Phone Numbers

Main Phone: (907) 269-8160  
FAX: (907) 269-8156



THE STATE

of **ALASKA**

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

**COR**

FOR DIVISION USE ONLY

**Limited Liability Company**  
Initial Biennial Report

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**Entity Name:** Peace Frog Botanicals II LLC  
**Entity Number:** 10070711  
**Home Country:** UNITED STATES  
**Home State/Province:** ALASKA

**Registered Agent**

**Name:** Dollynda Phelps  
**Physical Address:** 47459 LAKESIDE ST, KENAI, AK 99611  
**Mailing Address:** 47459 LAKESIDE ST, KENAI, AK 99611

**Entity Physical Address:** 47458 LAKESIDE ST, KENAI, AK 99611**Entity Mailing Address:** 47458 LAKESIDE ST, KENAI, AK 99611

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

Name	Address	% Owned	Titles
Dollynda Phelps	47459 Lakeside st, kenai, AK 99611	50	Member
Jeffery Phelps	47459 Lakeside st, kenai, AK 99611	50	Member

**NAICS Code:** 111422 - FLORICULTURE PRODUCTION**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:** Dollynda Phelps

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

## Certificate of Organization

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

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

**Peace Frog Botanicals II LLC**



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

Chris Hladick  
Commissioner





THE STATE

of **ALASKA**

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

AK Entity #: 10070711  
Date Filed: 10/27/2017  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

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### 1 - Entity Name

Legal Name: Peace Frog Botanicals II LLC

### 2 - Purpose

The cultivation and sale of marijuana.

### 3 - NAICS Code

111422 - FLORICULTURE PRODUCTION

### 4 - Registered Agent

Name: Dollynda Phelps

Mailing Address: 47459 Lakeside st, Kenai, AK 99611

Physical Address: 47459 Lakeside st, Kenai, AK 99611

### 5 - Entity Addresses

Mailing Address: 47458 Lakeside st, Kenai, AK 99611

Physical Address: 47458 Lakeside st, Kenai, AK 99611

### 6 - Management

The limited liability company is managed by its members.

## 7 - Officials

Name	Address	% Owned	Titles
Dollynda Phelps			Organizer
Jeffery Phelps			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: Dollynda Phelps



**Alaska Department of Commerce, Community, and Economic Development**

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

This is to certify that

**PEACE FROG BOTANICALS II LLC**

47459 LAKESIDE ST KENAI AK 99611

owned by

PEACE FROG BOTANICALS II LLC

is licensed by the department to conduct business for the period

October 27, 2017 through December 31, 2018  
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Chris Hladick

Oct 2017

**Limited Liability Company Agreement of  
Peace Frog Botanicals II LLC,  
a Limited Liability Company**

**I. Formation.**

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Peace Frog Botanicals II LLC, a Member-managed Alaska limited liability company (the "Company") formed under and pursuant to Alaska law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alaska law absent such a provision, this Agreement, to the extent permitted under Alaska law, shall control.

- C. Primary Business Address. The location of the primary place of business of the Company is:

47458 Lakeside st., Kenai, Alaska 99611, or such other location as shall be selected from time to time by the Members.

The Company's mailing address is:

47459 Lakeside st., Kenai, Alaska 99611

- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Dollynda Phelps. The Agent's registered office is 47459 Lakeside st., Kenai, Alaska 99611. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alaska Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

**II. Purposes and Powers.**

- A. Purpose. The Company is created for the following business purpose:

Production of agricultural crops

- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Alaska law.
- C. Duration. The Company's term shall commence upon the filing of an Articles of

Organization and all other such necessary materials with the state of Alaska. The Company will operate until terminated as outlined in this Agreement unless:

1. The Members vote unanimously to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alaska law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Alaska law.

### **III. Members.**

- A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Dollynda Phelps, 50%

Jeffery Phelps, 50%

- B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

- C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Alaska law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.



- D. Withdrawal or Death of a Member. Should a Member die or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 180 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 90 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is dissolved or terminated.

- E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.
1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
  2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;



7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alaska limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Alaska.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
  4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
    - i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
    - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
    - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.
- I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.
- J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.
- K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by



the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

#### **IV. Accounting and Distributions.**

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

#### **V. Tax Treatment Election.**

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-corporation or a Partnership at any time.

#### **VI. Dissolution.**

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the

winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alaska shall have been canceled in the manner required by Alaska law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.
- G. Notice to Alaska Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alaska and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

## **VII. Exculpation and Indemnification.**

- A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss,



damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

#### **VIII. Insurance.**

The Company shall have the power to purchase and maintain insurance, including



insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

**IX. Settling Disputes.**

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Alaska.

**X. Independent Counsel.**

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

**XI. General Provisions.**

- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alaska (without regard to conflicts of law principles thereof).
- G. Application of Alaska Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alaska law.
- H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alaska law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of October 27, 2017.

Signature: Dollynda Phelps  
Dollynda Phelps

Signature: Jeffery Phelps  
Jeffery Phelps

ATTACHMENT A  
Initial Contributions of the Members

The Initial Contributions of the Members of Peace Frog Botanicals II LLC are as follows:

Dollynda Phelps

Contribution:

Cash: \$45,000.00

Other Property: Computer equipment, office equipment valued at \$1,500.00

Jeffery Phelps

Contribution:

Cash: \$45,000.00





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:	Peace Frog Botanicals II LLC	License Number:	15519		
License Type:	Standard Cultivation facility				
Doing Business As:	Peace Frog Botanicals II LLC				
Premises Address:	47458 Lakeside st.				
City:	Kenai	State:	AK	ZIP:	99611

### Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Dollynda A. Phelps
Title:	Owner

### Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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



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

Lic# 10041 Peace Frog Botanicals Limited cultivation facility



Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### Section 4 – Certifications

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

Initials

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

DP

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

DP

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

DP

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.

DP

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.

DP

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.

DP

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).

DP

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

DP

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.

DP

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

DP

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.

DP





## Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

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

Initials

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

DP

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

DP

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:

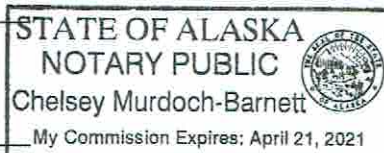
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

DP

## All marijuana establishment license applicants:

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

*Dolynnda Phelps*  
Signature of licensee



*Chelsey Murdoch-Barnett*  
Notary Public in and for the State of Alaska

DOLYNDA PHELPS  
Printed name of licensee

My commission expires: April 21, 2021

Subscribed and sworn to before me this 20 day of September, 2018.





## Alaska Marijuana Control Board

# Form MJ-00: Application Certifications

### What is this form?

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

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

## Section 1 – Establishment Information

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

Licensee:	Peace Frog Botanicals II LLC	License Number:	15519		
License Type:	Standard Cultivation facility				
Doing Business As:	Peace Frog Botanicals II LLC				
Premises Address:	47458 Lakeside st.				
City:	Kenai	State:	AK	ZIP:	99611

## Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jeffery D. Phelps
Title:	Owner

## Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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



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

Lic# 10041 Peace Frog Botanicals Limited cultivation facility



Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### Section 4 – Certifications

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

Initials

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

JP

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

JP

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

JP

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.

JP

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.

JP

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.

JP

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).

JP

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

JP

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.

JP

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

JP

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.

JP





Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

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

Initials

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

JP

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

JP

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.

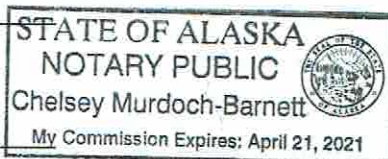
JP

**All marijuana establishment license applicants:**

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

Jeffery Phelps  
Signature of licensee

Jeffery Phelps  
Printed name of licensee



Chelsey Murdoch-Barnett  
Notary Public in and for the State of Alaska

My commission expires: April 21, 21

Subscribed and sworn to before me this 29 day of SEPTEMBER, 2018.





## Alaska Marijuana Control Board

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

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

**What must be covered in an operating plan?**

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

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

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

**Section 1 – Establishment & Contact Information**

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

Licensee:	Peace Frog Botanicals II LLC	MJ License #:	15519		
License Type:	Standard Cultivation facility				
Doing Business As:	Peace Frog Botanicals II LLC				
Premises Address:	47458 Lakeside st.				
City:	Kenai	State:	Alaska	ZIP:	99611

Mailing Address:	47459 Lakeside st.				
City:	Kenai	State:	Alaska	ZIP:	99611

Designated Licensee:	Dollynda A. Phelps				
Main Phone:	907-252-8026	Cell Phone:	same		
Email:	jeffndol@yahoo.com				



## Form MJ-01: Marijuana Establishment Operating Plan

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

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

All visitors are required to sign in on a visitors log after valid identification has been verified. There is no access to facility other than the main entrance which is only unlocked when occupied by staff. There is no way an individual under 21 could access premises.

### Section 3 – Security

#### Restricted Access Areas (3 AAC 306.710):

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

There will not be any unescorted members of the public in the facility. Once a guest is logged in they are accompanied by staff 100% of the time while being guided through the facility. Staff will ensure all visitors are escorted.

Restricted Access signs will be posted on each entry of all Restricted Access areas. Signs will indicate that No one under 21 will be admitted, and All Visitors must be Escorted at all times.

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

All visitors must present valid identification proving they are 21 or older. Once verified, the visitor will log into a log book their time of arrival and purpose of visit. No more than 5 guests per employee will be guided through the facility at one time. No guest shall be left unattended at any time through any area of the facility. Upon leaving the facility, their time of departure will be logged in. All records are kept and will be provided to AMCO upon request.



## Form MJ-01: Marijuana Establishment Operating Plan

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

**Peace Frog Botanicals  
Cultivation Facility  
Nikiski, LIC# 15519**

Peace Frog Botanicals LLC  
Limited Cultivation Facility  
Nikiski, LIC# 10041

DOLLYNDA PHELPS

MHP#10542

VISITOR



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

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

Exterior lighting will be installed at all four corners of the building and in front of each entry. This will light the area adequately to facilitate video surveillance 24 hrs/day. There is solar power backup to ensure this system functions at all times.





## Form MJ-01: Marijuana Establishment Operating Plan

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

Alarms will be installed for both entry ways. There are no windows. Alarm will be activated at the end of each business day, and deactivated when the facility is occupied by staff.

If alarm is triggered the alarm company will immediately notify owners/staff. Owners/staff will do a drive-by to inspect facility for damage or signs of entry. Law enforcement will be notified if necessary, after eliminating the possibility of a false alarm.

An incident report will be logged into daily journal in the event an alarm is triggered.

If an actual break-in has occurred AMCO will be notified immediately to report incident.

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

Surveillance footage will be viewed periodically to review staff performance.

Only clear containers for food or beverages will be allowed on premises.

No backpacks or bags will be permitted in the facility.

All product ready for sale will be kept in a locked storage cabinet.

**3.7. Describe your policies and procedures for preventing loitering:**

Facility is in a very private area with little to no traffic, and is not open to the public. We do not expect loitering to be a problem, but if this were to occur the individual(s) would be asked to leave. If they refuse, a staff member would contact law enforcement and stay with the trespassers until law enforcement arrives.

An incident report will be entered into daily log and enforcement would be notified.

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

Initials

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

DP.



## Form MJ-01: Marijuana Establishment Operating Plan

### Video Surveillance (3 AAC 306.720):

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

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

DP

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.

DP

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

DP

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

DP

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

4 exterior cameras shall cover both entrances and within 20ft. of each entrance.  
4 cameras will be located in the propagation area, covering all areas and plants, and both doors into the propagation area.  
3 cameras will be located in the trim room/drying area. They will cover all areas and entries into this room.  
4 cameras will be located in the flower room. They will cover all areas and plants, as well as the 3 entries into this room.  
2 cameras will be located in the nutrient room, however no plants will be located in this room.

All camera placement will provide a clear, unobstructed view of the entire room, including plants and doorways, able to identify any person in the room.

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

Video surveillance equipment and records will be kept in a locked utility room onsite. The door code will be accessible to owners and acting manager only. No other employees or visitors will have access to the door code.  
Door will be locked upon leaving the utility room.



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

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

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

Initials

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

DP

DP

DP

DP

DP

DP

DP

DP

DP

DP

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

All daily business records, receipts, and manifests will be filed securely in a filing cabinet onsite in the office area.  
All quickbooks records will be saved to an external hard drive regularly for safe storage.



**Form MJ-01: Marijuana Establishment Operating Plan****Section 5 – Inventory Tracking of All Marijuana and Marijuana Product**

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

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

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

DP

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

DP

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

DP

**Section 6 – Employee Qualification and Training**

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

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

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

DP

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

DP

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

DP

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

Training will be provided to staff accordingly:

Manager- Daily operations of nutrient preparation, plant maintenance, METRC training and certification, harvesting and processing procedures, basic equipment maintenance, cleaning and sanitizing practices, staff scheduling

General staff- Cleaning and sanitizing practices, basic equipment maintenance, harvest and processing procedures

**Form MJ-01: Marijuana Establishment Operating Plan****Section 7 – Health and Safety Standards**

Review the requirements under 3 AAC 306.735.

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

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. DP
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. DP
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. DP
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). DP

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

Yes No

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

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

**Section 8 – Transportation and Delivery of Marijuana and Marijuana Products**

Review the requirements under 3 AAC 306.750.

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

All marijuana product will be harvested, manicured, and tested prior to packaging.  
Once testing is passed product will be weighed and packaged and entered into METRC.  
When product is sold it will be included on a manifest required in METRC. The manifest and test results for the product will be attached to the outside of the container and will accompany the product for transport in a locked, secure storage compartment such as a steel job box.





## Form MJ-01: Marijuana Establishment Operating Plan

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

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

DP

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

DP

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

DP

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

DP

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

DP

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

DP

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

DP

### Section 9 – Signage and Advertising

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

No signs will be posted with the company's business name.





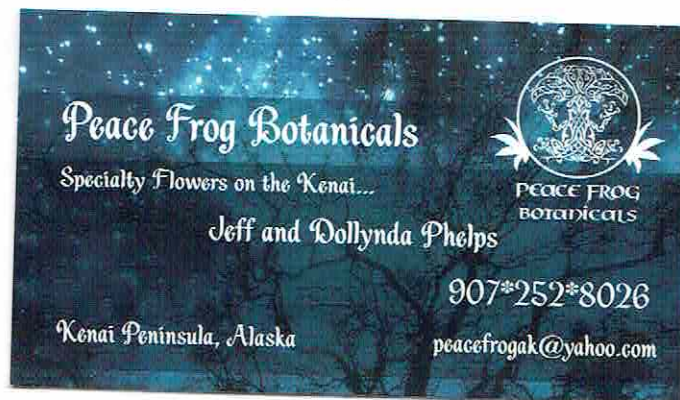
## Form MJ-01: Marijuana Establishment Operating Plan

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

Advertising will include social media such as facebook and Instagram. All posts will include the warning statements required in regulations.

Business cards or flyers will contain logo and/or business information

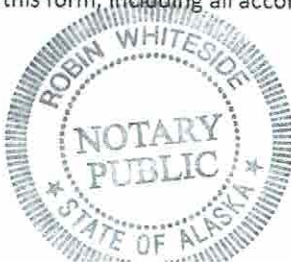
Weedmaps will contain photos, logo, and business information



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

Jeff and Dollynda Phelps  
Signature of licensee

DOLLYNDA PHELPS  
Printed name of licensee



Robin Whiteside

Notary Public in and for the State of Alaska

My commission expires 9/27/2018



## Alaska Marijuana Control Board

**Form MJ-02: Premises Diagram****What is this form?**

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

**What must be submitted with this form?**

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

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

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

**Section 1 – Establishment Information**

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

Licensee:	Peace Frog Botanicals II LLC	MJ License #:	15519		
License Type:	Standard Cultivation Facility				
Doing Business As:	Peace Frog Botanicals II LLC				
Premises Address:	47458 Lakeside st				
City:	Kenai	State:	Alaska	ZIP:	99611





# Form MJ-02: Premises Diagram

## Section 2 – Required Information

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

The following details must be included in all diagrams:

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

The following additional details must be included in Diagram 1:

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

The following additional details must be included in Diagram 2:

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

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

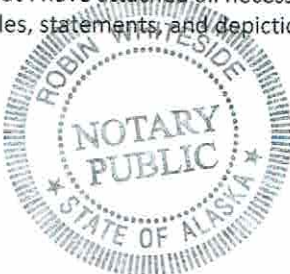
- ☒ Areas of ingress and egress
- ☒ Cross streets and points of reference

The following additional details must be included in Diagram 5:

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

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

Douynda Phelps  
Signature of licensee  
DOUYNDA PHELPS  
Printed name of licensee

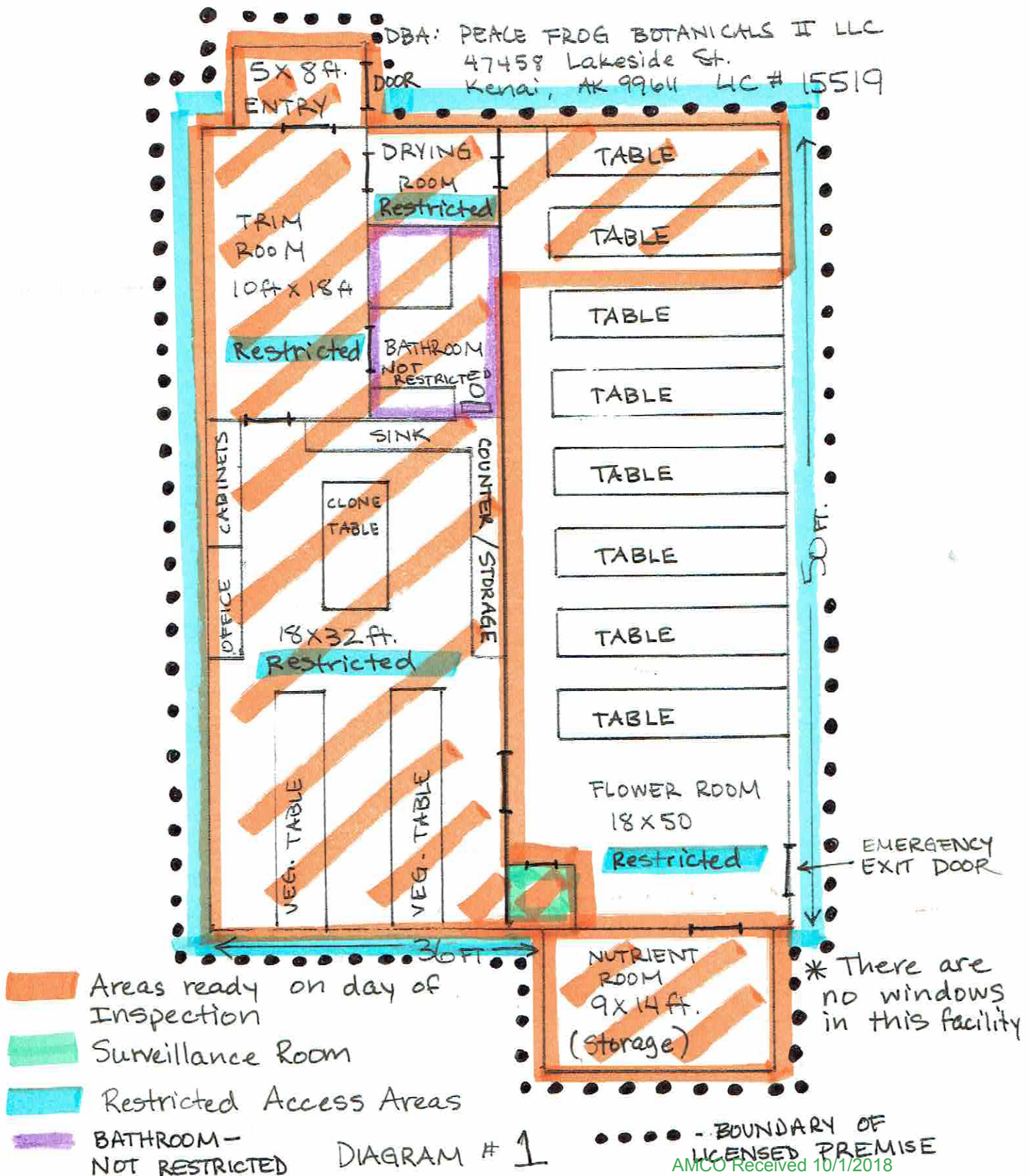


Robin Whiteside  
Notary Public in and for the State of Alaska  
My commission expires: March 21, 2020

Subscribed and sworn to before me this 27<sup>th</sup> day of September, 2018.



NORTH



NORTH



5X8 ft.  
ENTRY

DBA: PEACE FROG BOTANICALS II LLC  
47458 Lakeside St.  
Kenai, AK 99641 LC # 15519

INGRESS/  
EGRESS

TRIM  
ROOM  
10 ft X 18 ft

DRYING  
ROOM

BATHROOM

SINK

CLONE  
TABLE

18X32 ft.

OFFICE  
CABINETS

VEG. TABLE

VEG. TABLE

FLOWER ROOM  
18X50

NUTRIENT  
ROOM  
9X14 ft.

50 ft.

36 ft

ALL AREAS WE HAVE  
LEGAL POSSESSION  
(ENTIRE BLDG.)

ENTRANCE/EXIT

INGRESS/EGRESS

INGRESS/  
EGRESS

DIAGRAM # 2



NORTH  
△

GLENWOOD AVE

DBA: PEACE FRDG BOTANICALS II LLC  
LIC # 15519

LAKE SIDE ST.

300 FT

50 FT

36 FT

Nikiski

300 FT

LICENSED PREMISE  
(ENTIRE BLDG.)  
INGRESS/EGRESS

DIAGRAM # 3

AMCO Received 9/27/2018



NORTH



DBA: PEACE FROG BOTANICALS LIC # 15519  
47458 Lakeside St.  
Kenai



●●●●● LOT LINES

ORANGE LICENSED PREMISE

GREEN INGRESS/EGRESS

DIAGRAM #4



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

### What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, 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 the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(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
- Waste disposal
- Odor control
- Testing procedure and protocols
- Packaging and labeling

This form must be completed and submitted to AMCO's main office before any new or transfer application for a standard marijuana cultivation facility or limited marijuana cultivation facility license will be considered complete.

### Section 1 – Establishment Information

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

Licensee:	Peace Frog Botanicals II LLC	MJ License #:	15519		
License Type:	Standard Cultivation facility				
Doing Business As:	Peace Frog Botanicals II LLC				
Premises Address:	47458 Lakeside st				
City:	Kenai	State:	Alaska	ZIP:	99611





## Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

### Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the flow of marijuana from seed or clone to harvest and transfer from your premises:

Seeds or clones will be entered into METRC under immature plants. Once they reach 8 inches tall they will be assigned a tag number which will be entered into METRC.  
Each new growing phase will be logged into METRC, ie: Vegetative phase, flowering phase, harvest.  
All waste from pruning, destroyed or harvested plants, or plant waste by room will be recorded into METRC. 3-day waste notice will be sent to amco enforcement prior to removal.  
Each plant will be harvested with it's perspective batch and given a batch number. Each individual plant will be weighed and recorded before being manicured, and waste for that batch will be logged into METRC.  
All batches of marijuana will receive required testing. Once it passes testing it will be packaged into bud, trim, or keif and given a package tag number and logged into METRC.  
Packages sold will be accompanied by a METRC manifest and test results during transport to a retailer, cultivator, or testing lab.

### Section 3 – Prohibitions

Review the requirements under 3 AAC 306.405 and 3 AAC 306.410.

3.1. I certify that the marijuana cultivation facility will not:

Initials

- a. sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation;
- b. allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on the licensed premises or within 20 feet of the exterior of any building or outdoor cultivation facility; or
- c. treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana.

DP

DP

DP

### Section 4 – Cultivation Plan

Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

4.1. 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:

Total Building square footage: 36x50... 1850 sq. ft.

Propagation room: 18x32...576 sq. ft. (some of this space is counterspace an cabinets)

Flower room: 18x50... 900 sq. ft. (there will be walkways in between 8 14ft. tables and on ends of room)





## Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

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

Initials

4.2. The proposed area(s) for cultivation are clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.

DP

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

Yes

No

4.3. Will the marijuana cultivation facility include outdoor production?

☐☒

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

4.4. Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility, whether indoors or outdoors, cannot be observed by the public from outside the facility:

All marijuana will be grown indoors. There are no windows, therefore marijuana will not be visible from outside the facility.

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

Pro-mix  
Perlite  
Coco  
Super soil  
Rockwool  
Hydroponic/aeroponics

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

Fertilizers intended to be used: Agricultural fertilizers containing nitrogen, molybdenum, phosphorus, chloride, potassium, calcium, magnesium, sulfur, boron, copper, zinc, iron, manganese. Brands of Fertilizers intended for use: Advanced Nutrients, General Hydroponics, J.R. Peters, Fox Farms Nutrients, Superthrive.  
Other additives such as cal-mag, silica, humic acid, fulvic acid, hydrogen peroxide, and organic amendments such as seaweed, guano, microbes, diatomaceous earth, earth tea.  
Basic fertilizer will automatically be fed to plants daily through a pump system. Any other additives will be applied manually.  
  
Dichlorvos vapor strips (purchased locally) Gnatrol and azomax will be used for pest control.  
  
There will be no CO2 delivery system.



## Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

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

Nutrient reservoirs will deliver fertilizers daily using pumps and watering lines.

Waste water will be collected from facility in a wastewater holding tank and will be used to water the maintained lawn areas and heavily vegetated forest. This will be expelled through a pressure tank system and hose throughout different areas of the property.

## Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740.

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

Initials

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

DP

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

Any marijuana plant waste including leaves, stems, stalks, flower or trim collected from the facility will be logged into METRC. It will be ground (stalks will be destroyed in a wood chipper). It will be mixed with at least equal parts of used coco coir, soil, or another acceptable substance as indicated in regulations and made unusable. (Example: 525 grams of waste will be mixed with at least 525 grams of used coco, soil, or another acceptable substance indicated in regulations)

It will be kept for 3 days in non-transparent garbage bags after notifying enforcement of the intent to dispose of waste. After 3 days it will be removed from the facility and taken to local waste disposal site.

Waste water will be collected from facility in a wastewater holding tank and will be used to water the maintained lawn areas and heavily vegetated forest. This will be expelled through a pressure tank system and hose throughout different areas of the property.



**Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental****Section 6 – Odor Control**

Review the requirements under 3 AAC 306.430.

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

Yes

No

- 6.1. Have you received an exemption from your local government for the odor control requirement set forth in 3 AAC 306.430(c)(2)?

☐☒

If "Yes", you must be able to certify the statement below. Read the following and then sign your initials in the box:

Initials

I am attaching to this form documentation of my odor control exemption from the local government.

If "No" to question 6.1., 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:

All ventilation will be equipped with carbon air scrubbers to prevent any odor from being detectable by the public. These filters will be changed out as needed to ensure odor control is maintained at all times.

**Section 7 – Testing Procedure and Protocols**

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465.

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

Initials

- 7.1. I understand and agree that the board or director will, 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.

- 7.2. I will ensure that any individual responsible for collecting random, homogenous samples for required laboratory testing under 3 AAC 306.455 will prepare the necessary accompanying signed statement, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record under 3 AAC 306.755.

- 7.3. Describe the testing procedures and protocols the marijuana cultivation facility will follow:

Harvested batches of marijuana require lab testing for potency and microbial contaminants. Once a batch is harvested and dried, a random sample will be collected to be submitted to a licensed testing lab. The individual collecting the sample will complete a sworn statement verifying who collected the sample, when the sample was collected, and which samples were collected. This will be provided to the testing facility and kept on file at the cultivation facility.

Samples will be entered into METRC and accompanied by a manifest when transported to the lab. Once samples clear testing they are released in METRC and packages from this batch may be sold.



**Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental****Section 8 – Packaging and Labeling**

Review the requirements under 3 AAC 306.470 and 3 AAC 306.475.

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

Yes No

8.1. Will the marijuana cultivation facility be packaging marijuana for a retail marijuana store to sell to a consumer without repackaging?

☐ ☒

If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

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

Yes No

8.2. Will the marijuana cultivation facility be packaging marijuana in wholesale packages?

☒ ☐

If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

Marijuana may be sold to a retail marijuana store in a wholesale package (A) not exceeding five pounds; and (B) consisting of a single strain or a mixture of strains as identified on the label. In addition, the packaging must protect the product from contamination and may not impart any toxic or damaging substance to the marijuana. (c) Each package prepared in compliance with this section must be identified by a tracking label generated for tracking by the marijuana cultivation facility's marijuana inventory tracking system.

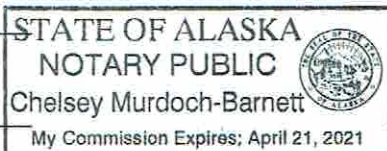
A label will be affixed to each package containing a range of percentages for that strain for the last 3 months, a statement that it has been tested for required microbial contamination, and a statement listing all contaminants for which it has not been tested. See sample on "Supplemental" page...

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 AS 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 unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Dolinda Phelps  
Signature of licensee

DOLYNDIA PHELPS  
Printed name of licensee



Chelsey Murdoch-Barnett  
Notary Public in and for the State of Alaska  
My commission expires: APRIL 21, 21

Subscribed and sworn to before me this 29 day of SEPTEMBER, 20 18.



(Additional Space as Needed):

Section 8: Labeling

Label to be attached to all wholesale packaging.

CANNABINOID RANGE % FOR PAST 3 MONTHS: \_\_\_\_\_

DID BATCH PASS MICROBIAL TESTING? \_\_\_\_\_

BATCH HAS NOT BEEN TESTED FOR MILDEW, FILTH, HERBICIDES, PESTICIDES, FUNGICIDES, OR HARMFUL CHEMICALS.





## Alaska Marijuana Control Board

**Form MJ-07: Public Notice Posting Affidavit****What is this form?**

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

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

**Section 1 – Establishment Information**

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

Licensee:	Peace Frog Botanicals II LLC	License Number:	15519		
License Type:	Standard Cultivation facility				
Doing Business As:	Peace Frog Botanicals II LLC				
Premises Address:	47458 Lakeside st.				
City:	Kenai	State:	AK	ZIP:	99611

**Section 2 – Certification**

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

Start Date: Oct 27, 2017

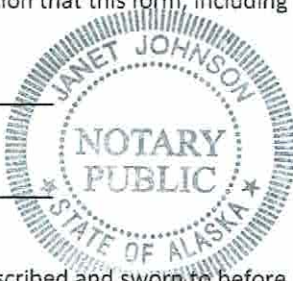
End Date: Nov 10, 2017

Other conspicuous location: Stop N Go cafe, Holt Lamplight st. Kenai

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

Dollynda Phelps  
Signature of licensee

DOLLYNDA PHELPS  
Printed name of licensee



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

My commission expires: 11/20/2020

Subscribed and sworn to before me this 24 day of December, 2017.



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:	Peace Frog Botanicals II LLC	License Number:	15519		
License Type:	Standard Cultivation Facility				
Doing Business As:	Peace Frog Botanicals II LLC				
Premises Address:	47458 Lakeside st.				
City:	Kenai	State:	AK	ZIP:	99611

### Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Jeffery D. Phelps				
Title:	Owner				
SSN:		Date of Birth:			





Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Section 3 – Certifications

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

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

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

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



Signature of licensee

JEFFERY PHELPS

Printed name of licensee



  
Notary Public in and for the State of Alaska

My commission expires:

11/20/2020

Subscribed and sworn to before me this 21 day of December, 20 17.



## 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.

<b>Licensee:</b>	Peace Frog Botanicals II LLC	<b>License Number:</b>	15519		
<b>License Type:</b>	Standard Cultivation Facility				
<b>Doing Business As:</b>	Peace Frog Botanicals II LLC				
<b>Premises Address:</b>	47458 Lakeside st.				
<b>City:</b>	Kenai	<b>State:</b>	AK	<b>ZIP:</b>	99611

**Section 2 – Individual Information**

Enter information for the individual licensee or affiliate.

<b>Name:</b>	Dollynda A. Phelps				
<b>Title:</b>	Owner				
<b>SSN:</b>	██████████	<b>Date of Birth:</b>	██████████		





Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Section 3 – Certifications

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

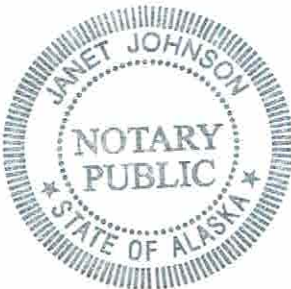
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

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

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

Dolynnda Phelps  
Signature of licensee

DOLYNDA PHELPS  
Printed name of licensee



Janet Johnson  
Notary Public in and for the State of Alaska

My commission expires: 11/20/2020

Subscribed and sworn to before me this 24 day of December, 20 17.

# Alcohol & Marijuana Control Office

Initiating License Application

10/27/2017 3:57:00 PM

**License Number:** 15519

**License Status:** New

**License Type:** Standard Marijuana Cultivation Facility

**Doing Business As:** PEACE FROG BOTANICALS II LLC

**Business License Number:** 1061626

**Designated Licensee:** Dollynda Phelps

**Email Address:** jeffndol@yahoo.com

**Local Government:** Kenai Peninsula Borough

**Community Council:**

**Latitude, Longitude:** 60.666481, -151.281317

**Physical Address:** 47458 Lakeside st  
Kenai, AK 99611  
UNITED STATES

## Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10070711

**Alaska Entity Name:** Peace Frog Botanicals II LLC

**Phone Number:** 907-252-8026

**Email Address:** jeffndol@yahoo.com

**Mailing Address:** 47458 Lakeside st  
kenai, AK 99611  
UNITED STATES

## Entity Official #1

**Type:** Individual

**Name:** Jeffery Phelps

**Phone Number:** 907-252-8026

**Email Address:** jeffndol@yahoo.com

**Mailing Address:** 47459 Lakeside st  
kenai, AK 99611  
UNITED STATES

## Entity Official #2

**Type:** Individual

**Name:** Dollynda Phelps

**Phone Number:** 907-252-8026

**Email Address:** jeffndol@yahoo.com

**Mailing Address:** 47459 Lakeside st  
Kenai, AK 99611  
UNITED STATES

## Affiliate #1

**Type:** Individual

**Name:** Jeffery Phelps

**Phone Number:** 907-252-8026

**Email Address:** jeffndol@yahoo.com

**Mailing Address:** 47459 Lakeside st  
Kenai, AK 99611  
UNITED STATES

## Affiliate #2

**Type:** Individual

**Name:** Dollynda Phelps

**Phone Number:** 907-252-8026

**Email Address:** jeffndol@yahoo.com

**Mailing Address:** 47459 Lakesie st  
Kenai, AK 99611  
UNITED STATES



9-29-18

## **COMMERCIAL LEASE**

This Lease Agreement (this "Lease") is dated as of October 26, 2017, by and between Matt Foster ("Landlord"), and Peace Frog Botanicals II LLC ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 36x50 metal building/shop (the "Premises") located at 47458 Lakeside st., Kenai, Alaska 99611.

**TERM.** The lease term will begin on October 26, 2017 and will continue month to month. Month to month lease payments will begin on Jan 9 2019.

**LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$3,200.00 by the ninth day of each month. Lease payments shall be made to the Landlord at 2513 Moray Ln., Cedar Park, Texas 78613. The payment address may be changed from time to time by the Landlord.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a nonrefundable deposit of \$5,000.00. \$20,000 additional nonrefundable deposit will be paid on January 9, 2018.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for Cultivation and sale of marijuana. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

**PROPERTY INSURANCE.** Tenant shall maintain casualty insurance on the Premises in an amount not less than \$200,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also

maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$250,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". In the case of a DEFAULT, the Landlord/Lessor will not take possession of or remove marijuana from the premises, and the Alaska Alcohol and Marijuana Control Office will be contacted immediately in the event this is necessary. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall



restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.



**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Matt Foster  
2513 Moray Ln.  
Cedar Park, Texas 78613

**TENANT:**

Peace Frog Botanicals II LLC  
47459 Lakesie St.  
Kenai, Alaska 99611

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Alaska.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

Matt Foster

Matt Foster

Date: October 26, 2017

Amended 9/29/18

Matt Foster

TENANT:

Peace Frog Botanicals II

By: Dollynda Phelps

Dollynda Phelps.  
Owner

Date: October 26, 2017

Amended 9/29/18

Dollynda Phelps



# PENINSULA CLARION

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

## PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,  
STATE OF ALASKA

} SS:

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

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

### NEW STANDARD MARIJUANA CULTIVATION FACILITY LICENSE

Peace Frog Botanicals II LLC is applying under  
3 AAC 306.400(a)(1) for a new Standard Mari-  
juana Cultivation Facility license, license #  
15519, doing business as PEACE FROG  
BOTANICALS II LLC, located at 47458  
Lakeside St. Kenai, AK. 99611, UNITED  
STATES.

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

Pub: 11/29,16/2017

8182413/714411

Account No. 1000714411

PEACE FROG BOTANICALS  
47459 LAKESIDE ST KENAI AK 99611 US

Ad # 8182413

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11/16/2017	KEN PENINSULA CLARION	LEGAL NOTICES	B 3

X [Signature]  
SUBSCRIBED AND SWORN to me before  
this 21st day of November, 2017.

[Signature]  
NOTARY PUBLIC in favor for the State of Alaska

My commission expires August 29, 2020.

