



Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### Why is this form needed?

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 Anchorage 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:	Island Girl Cannabis, LLC	License Number:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835

### Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Aaryn Licari
Title:	Manager, Member

### Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

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

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Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### Section 4 – Certifications

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

Initials

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

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

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

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

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

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

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

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

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

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

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



Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

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

Initials

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

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

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

Initials

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

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

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

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

**All marijuana establishment license applicants:**

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Aaryn Licari

Printed name of licensee

  
Signature of licensee



## Alaska Marijuana Control Board

**Form MJ-00: Application Certifications****Why is this form needed?**

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 Anchorage 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:	Island Girl Cannabis, LLC	License Number:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	Brian Blankenship
Title:	Member

**Section 3 – Other Licenses**

Ownership and financial interest in other licenses:

Yes No

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



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

Cultivation License #16738



Alaska Marijuana Control Board

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

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

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

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

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

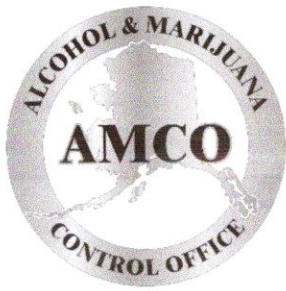
I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

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

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

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) 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.

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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:

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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.



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

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



**All marijuana establishment license applicants:**

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



Brian Blankenship

Printed name of licensee

Signature of licensee



## Alaska Marijuana Control Board

**Form MJ-00: Application Certifications****Why is this form needed?**

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 Anchorage 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:	Island Girl Cannabis, LLC	License Number:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	Nick Goddard
Title:	Member

**Section 3 – Other Licenses**

Ownership and financial interest in other licenses:

Yes No

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



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

Retail License #16184



Alaska Marijuana Control Board

**Form MJ-00: Application Certifications**

**Section 4 – Certifications**

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JAG

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

JAG

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

JAG

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.

JAG

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JAG

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.

JAG

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JAG

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

JAG

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.

JAG

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Alaska Marijuana Control Board

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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.



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I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



Nick Goddard

Printed name of licensee

Signature of licensee



## Alaska Marijuana Control Board

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

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:	Island Girl Cannabis, LLC	MJ License #:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835
Mailing Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835
Designated Licensee:	Aaryn Licari				
Main Phone:	907-738-2804	Cell Phone:	907-738-2804		
Email:	islandgirlcannabis@gmail.com				



## Form MJ-01: Marijuana Establishment Operating Plan

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

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

Island Girl Cannabis will refuse entrance to any person who does not produce a valid government issued photo identification. The entrance to the marijuana store will be posted with a sign that says "No One Under 21 Years of Age Allowed". Anyone wanting to enter the licensed premises will be asked to produce a government issued photo ID before access is granted. Employees will be trained on how to spot fake ID's and no one under the age of 21 will be allowed access to the facility. If at any time an employee suspects that someone is under the age of 21, they will be escorted outside and asked to leave the property. If the transaction is happening via exterior window, the budtender will check the ID of all individuals in the vehicle and ensure that all adults are 21 years of age or older. The budtender will also ensure, to the best of their ability, that all children in the car are under the age of 7 and that the consumer is the guardian of the child by asking "Are all of the children in the car under the age of 7 and are you the guardian?". If the budtender finds that there is anyone between the ages of 7 and 21, they will ask the consumer to park the vehicle and enter the retail store to make their purchase. There will be signage at the exterior pick up window stating these requirements.

### 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:**

Island Girl Cannabis' retail store will have a 24-hour monitoring alarm system, exterior lighting, and video surveillance. The entrance/exit(s) will be managed to ensure a smooth flow of customer ingress and egress. The restricted access area will be located behind the retail sales counter, allowing employees to access the rest of the facility. At least one employee will always be present behind the point of sale/display counter and exterior window area, ensuring customers do not enter the restricted access area behind the counter or have access to any marijuana or marijuana products. The entrance to the restricted access area will have prominent signage stating that the area is restricted and that the public must be escorted. The door to the office will remain closed and locked at all times. Security cameras will be installed throughout the retail store that allows for monitoring of all areas 24 hours each day, including, at a minimum, all entrances and exits, restricted access areas, all windows, every portion of the office, the point-of-sale area, and the exterior of the building to monitor and identify all activity adjacent to the facility.

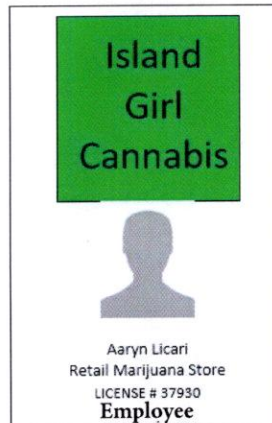
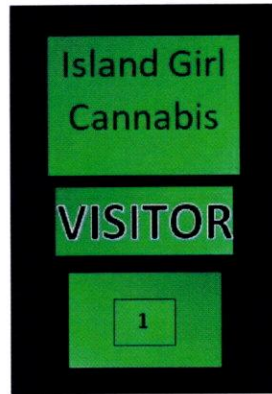
**3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:**

Island Girl Cannabis will have a strict visitor policy. Each visitor to the facility must be pre-scheduled by the licensee or an employee/manager to access any restricted area except AMCO and duly authorized law enforcement agents. All visitors must sign in to the visitor log, indicating their name, the date, time in and time out of the restricted access area, the purpose of the visit (if deemed necessary) and provide valid government-issued photo identification. Each visitor will be issued a visitor badge and instructed to clearly display it on their person at all times while in the restricted access area(s) and return the badge upon exit. At this time, the employee/manager or a licensee will brief the visitor on the company's policies regarding safety, regulatory compliance, and any other pertinent information the visitor should be aware of while inside the restricted access areas of the retail store. A designated employee/manager or licensee will escort and actively supervise the visitor(s) during the entire visit. At no time will there be more than five (5) visitors per supervising employee/manager or licensee. Once the visit has concluded, all visitors must exit the premises and return their visitor badges. The visitors log will be stored on-site as an official business record. The escorting employee, manager or licensee will record all information related to the visitor's presence if there is any reportable activity or behavior during the visit. The visitor log will be made available 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:



### 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:

Island Girl Cannabis will ensure that adequate exterior lighting is installed throughout the property and will be sufficient to facilitate video surveillance. All exterior light fixtures and motion detection sensors will use commercial LED lights with extremely bright bulbs. A licensee or manager will ensure light fixtures are installed in such a way as to keep the exterior of the premises, signs, and doors well-lit and to allow surveillance cameras to clearly record individuals that are within twenty (20) feet from the entrance. Exterior lighting, video surveillance recordings, and cameras will be inspected frequently by a licensee or manager to ensure that each light is functioning and sufficient lighting for surveillance. Additional lighting will be installed as/if needed.



## 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:**

Island Girl Cannabis will either install or contract with a third-party security company to install the alarm system, maintain its equipment, test the devices, and continuously monitor the facility to ensure the property's safety and detect unauthorized activity. The alarm system will be set up to monitor intrusions with motion detectors in all building areas during closed hours. A licensee or a third-party company will educate Island Girl Cannabis employees on the alarm system, panic buttons, system's functions, such as arming and disarming the alarm, police response, and proper system use. Troubleshooting any issues will remain the responsibility of a licensee or manager. Each morning, the first employee arriving at the store will disable the overnight alarm system and check the surveillance cameras and recordings to ensure the system functions as expected. The last employee to leave the store in the evening will activate the overnight devices and sensors and lock all doors that are not self-locking. Sensors will be installed and maintained on all potential entry points, including all doors, to monitor motion, intrusion, or activity when the alarm system is activated. The alarm system will always be active when the store is closed, and any attempted intrusion will initiate an immediate and electronic notification to the off-site security center (if applicable) and the licensees and manager's cell phones.

In the event of an unauthorized breach, a licensee or manager will direct all persons in the retail store to vacate immediately and await law enforcement. Island Girl Cannabis will comply with all law enforcement directives. When deemed safe, a licensee and manager will enter the retail store and inspect for damages and/or missing property. Additionally, any event on the licensed premises involving local law enforcement will be promptly reported to AMCO Enforcement via email. In the case of the establishment's knowledge of evidence or circumstances that reasonably indicate theft, diversion, or unexplained disappearance of marijuana, marijuana products, or money from the licensed premises or any unauthorized access to the licensed premises, a licensee will notify AMCO, and AMCO Enforcement, electronically, within 24 hours.

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

All areas of the licensed premises where marijuana or marijuana products are stocked or dispensed for sale and storage/inventory areas will be designated as restricted access areas and under 24/7 video surveillance. Access to restricted access areas will be granted only to specific personnel. These secured, surveilled areas will have video backup for all video footage and will be stored for at least forty (40) days. When the business opens, all products will be displayed in specific areas, unreachable to customers. Cameras will be visible and provide a full view of the room, including the entryway, point of sale counter, exterior window and marijuana storage areas. Security monitors and video recording equipment will be located in the facility office. Mandatory inventory counts will be taken weekly and stored as official business records. Additionally, a licensee or manager will perform internal audits by reconciling the inventory on hand with the recorded data in Metrc to ensure they match. Continued on Page 11...

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

Island Girl Cannabis will abide by a strict no-loitering policy. A designated employee will perform frequent but random perimeter checks to ensure no loiterers are on the premises. All loiterers will be asked to leave and escorted off the premises. If loiterers do not comply, law enforcement will be contacted for backup. The exterior of the building will be well-lit and equipped with 24/7 video surveillance and signs that state "No Loitering." Signs will also be posted that bring notice to the video surveillance. Visitors will not be permitted to remain on the premises after their escorted visit and must leave the premises immediately.

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

Initials

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



## Form MJ-01: Marijuana Establishment Operating Plan

### Video Surveillance (3 AAC 306.720):

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

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

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.

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

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).

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:

Island Girl Cannabis will have multiple cameras to record all areas of the retail facility, inside and outside, at multiple angles and at a height that will provide a clear, unobstructed view. Cameras will be carefully placed to prevent fixtures, posts, display cases, or other equipment blockage. All security cameras will be positioned in such a manner as to get the best facial image of anyone present within the building and within twenty (20) feet of any facility entrance. Any entrance door will have cameras that will clearly identify the face of anyone present. All exterior entrances and restricted access areas will have video coverage documenting the face of anyone going in or out of the building. Cameras will also be placed to capture the license plate of any vehicle and persons in said vehicle approaching the exterior window or any person walking up to the exterior window.

All restricted access doors will have coverage to clearly identify the face of anyone present. All exterior corners of the space will have cameras installed to facilitate monitoring of all activity on each side of the building. The parking lot and entrance will also have video coverage. Footage from security cameras will be accessible remotely, allowing a licensee and the manager to view operations from anywhere. A failure notification system will be installed to provide audible and visual notification of any failure in the electronic monitoring system. During a power outage, all video cameras and recording equipment will be run on emergency power with a battery backup system to ensure continued operation for at least one (1) hour

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 recording equipment and 40 days of surveillance records will be kept in a data cabinet in the office. Only the licensee, authorized employees, law enforcement and agents of the board will have access to the office.

All surveillance records will be date and time stamped and stored in a manner that prevents data tampering. The Surveillance system will be set up to easily transfer video files to an external hard drive if needed and accessible by the Licensees and/or manager via their cellular phones, laptops or similar.



## 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.

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:

Six (6) months of business records, including operational and regulatory documents, recordings, surveillance, financial books, inventory and employment records, logs, manifests, and communications and marketing documents, will be stored on-site in the office and backed up every six to twelve (6-12) months on an off-site external hard drive to protect from loss and destruction and to allow the licensees and designated authorities access at any time.

Paper business records will be kept in the facility office in a locked cabinet accessible only to the licensees and managers. Authorized agents will manage facility records following standard retention policies to ensure that business records are stored consistently and searchable. Every six (6) months, the company will do a manual backup to an external hard drive. Island Girl Cannabis does not intend to destroy electronic records. Hard copies of documents will be kept for a minimum of five (5) years, after which documents may be destroyed.



## Form MJ-01: Marijuana Establishment Operating Plan

### Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

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

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

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

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

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

### Section 6 – Employee Qualification and Training

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

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

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

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

Island Girl Cannabis will hire candidates on a probationary period, during which they will receive training and evaluation specific to their position. Training will include marijuana industry topics, customer care, food handling, safety precautions and procedures, legal issues, and state, local, and federal regulations. Training will occur throughout the year and when topics arise that need further explanation. A licensee or manager will personally present or arrange employee training and education. All new employees must meet with a licensee or manager within the probationary period to learn the company's business approach and adopt the service standard. Educational packets may be provided to each retail employee to be read and reviewed. The educational packets will also include safety procedures that specifically address the facility's security measures and controls for the prevention of diversion, theft, and loss of marijuana, such as emergency response procedures and state and federal statutes regarding confidentiality. Continued on Page 11...




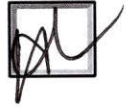


# Form MJ-01: Marijuana Establishment Operating Plan

## Section 7 – Health and Safety Standards



Review the requirements under 3 AAC 306.735.



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

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

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

Yes No

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

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

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

## 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:

In the event that Island Girl Cannabis transports Marijuana or marijuana products, they will only be shipped to another marijuana retail store. Wholesale packaged product will not exceed 10 pounds. Packaging for resale to consumers will not exceed one ounce. If product is packaged for resale, the packaging will not have any printed images specifically targeting persons under 21 years of age. Additionally, the packaging will protect the product from any contamination and will not release any toxic or damaging substances to the marijuana. All packages will be identified by a tracking label generated for tracking by the marijuana inventory tracking system. Packages will be labeled in accordance with current AMCO regulations. All marijuana packaged will be placed within a sealed, tamper evident shipping container. This shipping container will be placed in plastic bins secured to the transport vehicle.



## 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.

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.

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.

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.

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.

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.

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

### Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

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

Island Girl Cannabis intends to have signs on the facility containing the business name and logo visible to the general public. The signs size, number and placement will be done within the parameters set forth by the City and Borough of Sitka.



## Form MJ-01: Marijuana Establishment Operating Plan

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

Island Girl Cannabis plans to utilize the following medium types when distributing advertisements:

- Newspaper ads
- Magazine ads
- Social media to feature specific strains
- Direct text messages (that require consent and an opt-out feature)
- Sponsorships such as sporting events or fundraisers.

Advertisements will contain each warning statement verbatim, as they are listed in the regulations.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Aaryn Licari

Printed name of licensee

Signature of licensee



## Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

3.6 Continued: Island Girl Cannabis understands that diversion can happen in two ways - inversion and diversion - and is equally profitable to divert product from the legal system as it is diverting product from the illegal system into the legal system market. Employees will immediately be trained to alert the licensee or manager if theft or diversion is suspected. In the event that an employee is caught stealing marijuana or infusing the store with a non-regulated black-market product, Island Girl Cannabis will notify local law enforcement and AMCO enforcement immediately, comply with all directives, and provide all necessary information and records for the investigation. A licensee or manager will take the necessary steps to ensure that illegal conduct by an employee does not compromise the facility's license and legitimate business operations. All employees will be trained to recognize potential theft and must notify either a licensee or manager if they suspect such activity is occurring. All reports and documentation concerning potential or actual theft will be maintained by Island Girl Cannabis and will be made available to AMCO upon request.

6.4 Continued: As proper safety and security procedures are of the utmost importance to Island Girl Cannabis, the most up-to-date reading materials will be available to employees at all times. Island Girl Cannabis will conduct quarterly staff meetings to update all employees on new state and local regulations, assure that each employee is performing within the company procedures, assess any necessary procedural changes, and address any comments or concerns from the staff. Before beginning work, employees will be expected to understand (1) Alaska laws, regulations and codes governing the marijuana industry and marijuana establishments; (2) all of the permitting requirements to act as a marijuana handler, including obtaining a marijuana handler permit before commencing employment; (3) Island Girl Cannabis' standards, operational protocol, and best practices with regard to retail and sale of marijuana; (4) general safety procedures and security protocol; (5) how to think defensively if a threatening situation occurs, and how to recognize the signs of impairment, drug abuse, and instability; (6) in-depth information about marijuana strains and related products; (7) in-depth information on the requirements of each room, task, and system; (8) the general federal, state, and local employment regulations by which the company is governed; and (9) retail specific education. To guarantee coverage for all positions, all employees will be cross-trained on the requirements of each job. Island Girl Cannabis will encourage staff to attend seminars, conferences, and workshops. Island Girl Cannabis will maintain a library of resources on marijuana topics available to employees at all times. The state and local marijuana regulations will be posted in the facility for reference. All new hires must meet with a licensee or manager to review employment documents, specific tasks, educational materials, facility features, security, and position-specific training.



## Alaska Marijuana Control Board

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

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. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

**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 or Form MJ-31: Walk-Up or Drive-Through Exterior Window Pick-Up Diagram and Operating Plan 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 Anchorage 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:	Island Girl Cannabis, LLC	MJ License #:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835



## 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. However, AMCO will require full coverage of the walk-up or drive-through exterior window area as required by 3 AAC 306.380(b) and (g) for marijuana retail establishments. Items marked with a double asterisks (\*\*) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ 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, including walk-up or drive-through exterior window for marijuana retail establishments
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ \*\* Serving area(s)
- ☐ \*\* Employee monitoring area(s)
- ☐ \*\* Ventilation exhaust points, if applicable

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 hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Initial:

Aaryn Licari

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board  
**Form MJ-02: Premises Diagram**

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**Section 3 – Cultivation Applicants ONLY**

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

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

entry / exits

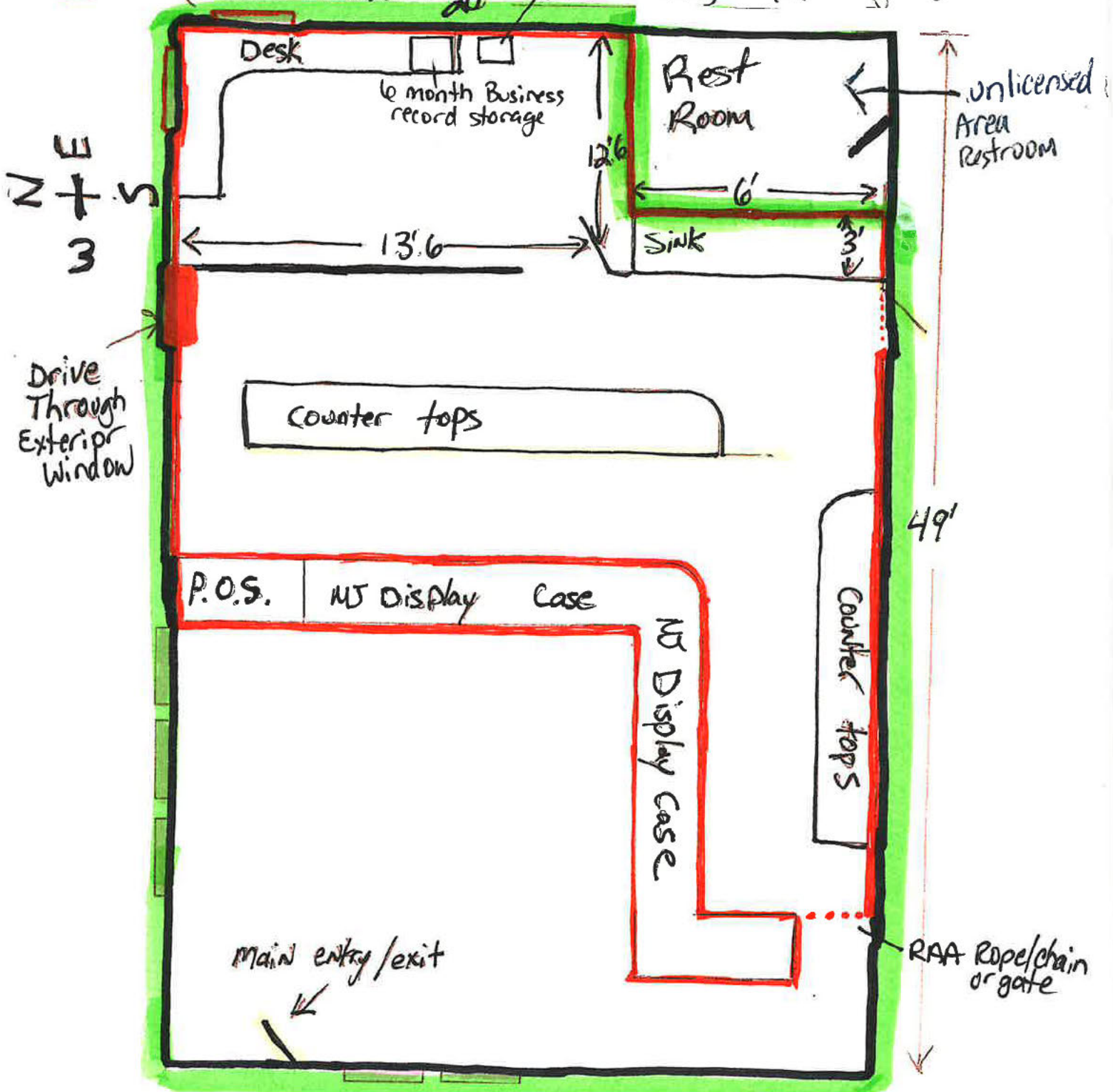
restricted access Area

windows

Proposed Licensed premises

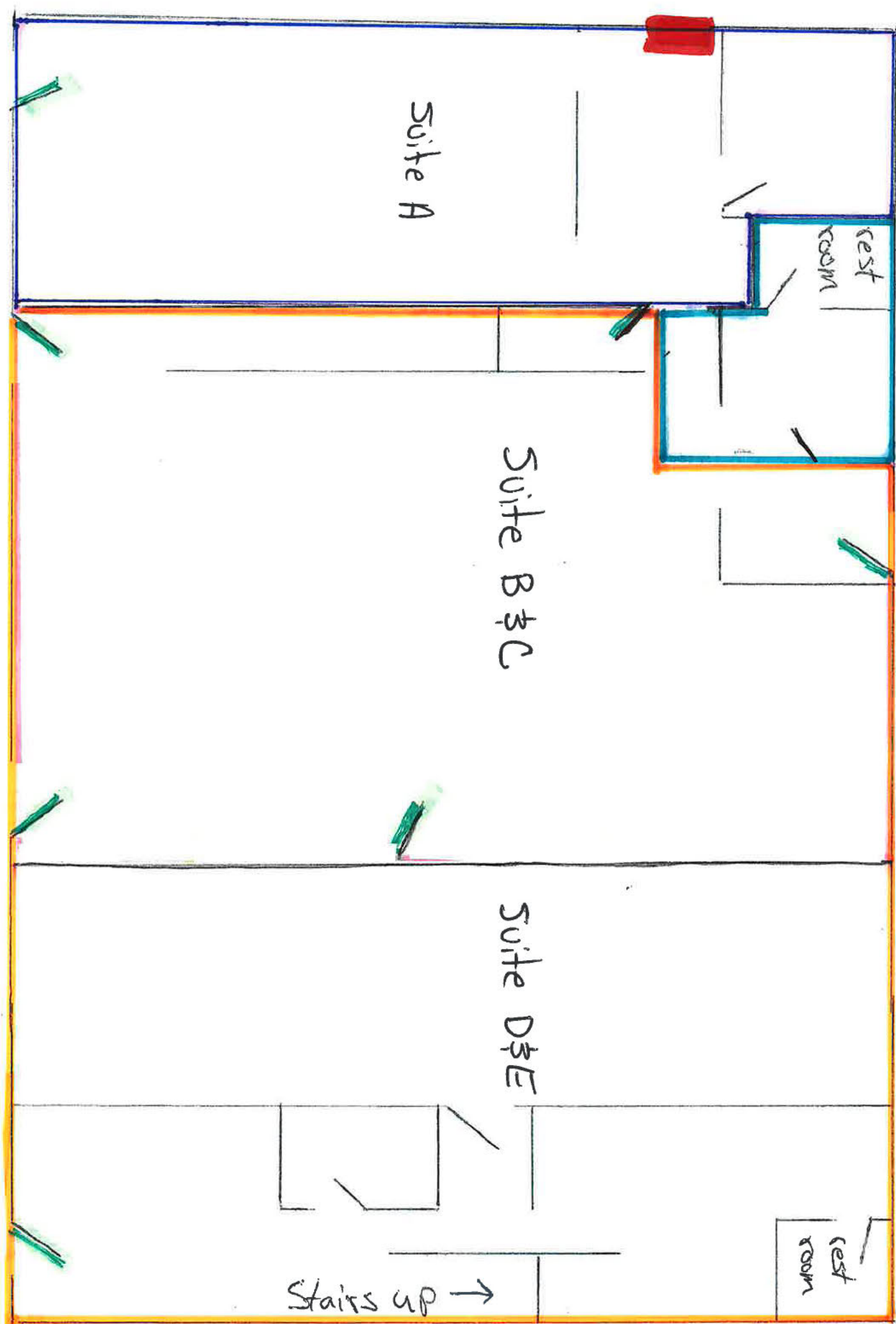
Drive Through Exterior Window

video recording + Equipment storage



Island Girl Cannabis Lic# 37930

W  
N  
+  
S  
E



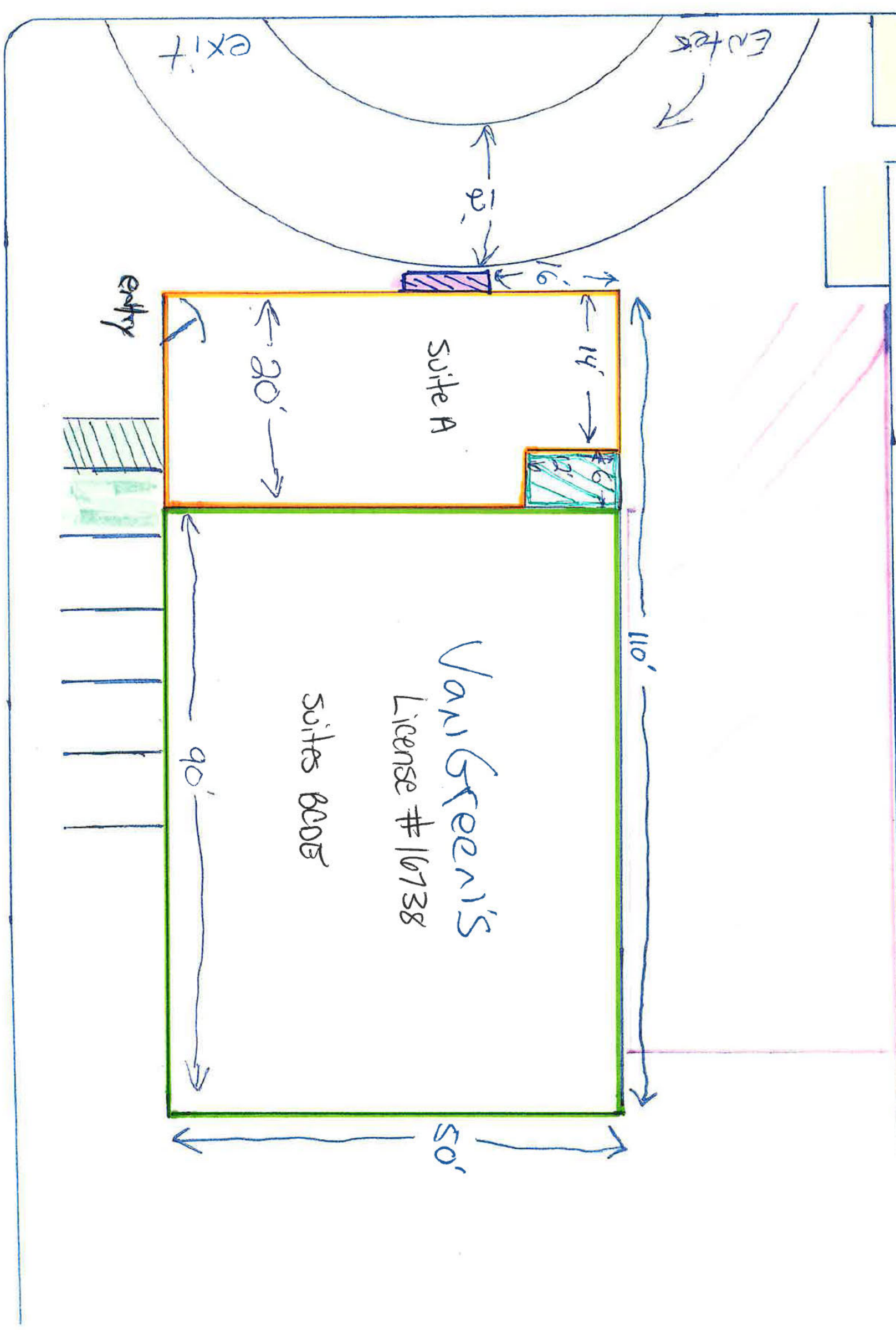
- proposed licensed premises
- entry/exits
- VanGreen's LLC license # 16738

- Exterior Window
- un-licensed Restroom

Diagrams 1.1, 2.1 + 5.1  
Island Girl Cannabis Lic# 37930

Diagram 3 Island Girl Cannabis License # 37930

- Proposed licensed premises / Right to possession with
- the area outside the exterior window
- Cultivation facility #16738
- unlicensed Area - Restroom



Beardslee Way

Smith St.

Island Girl Cannabis License # 37930  
Diagram 4  - proposed licensed premises  
N+E  
W+E  
S  
- exterior window/drive through





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

### Why is this form needed?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

### What additional information is required for retail stores?

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

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal
- Walk-up or drive-through exterior window pick-up service

**This form must be completed and submitted to AMCO's Anchorage office before any new or transfer application for a retail marijuana store license will be considered complete.**

### Section 1 – Establishment Information

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

Licensee:	Island Girl Cannabis, LLC	MJ License #:	37930
License Type:	Retail Marijuana Store		
Doing Business As:	Island Girl Cannabis, LLC		

### Section 2 – Overview of Operations

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

Each shipment of marijuana and marijuana product that arrives at Island Girl Cannabis will be inspected by the licensee, designated employee, or manager before it is accepted and added to the store inventory. To ensure consistency, the shipment will be reconciled with the transport manifest, shipment labels, and packaging labels. All products will be weighed by an Island Girl Cannabis employee and reconciled with the weight listed on the manifest and labels. Any shipments with discrepancies will be rejected. Shipments that pass initial inspection will be accepted into the facility, entered into Metrc and the point-of-sale system, and added to the store's inventory storage or display cases. At the end of each business day, Island Girl Cannabis will reconcile the sale transactions from the point-of-sale software with the inventory on hand and with Metrc to ensure consistency and that any discrepancies are immediately addressed. Customers will be greeted near the store's entrance by an Island Girl Cannabis employee who checks their ID and watches for signs of impairment. Internet or telephone orders will be paid for and picked up in person by the consumer placing the order. Inside the retail store, when an employee verifies a customer's ID, customers can browse the retail sales floor and view the menu of available products. Sales transactions will take place at the point-of-sale station. Once a sales transaction is complete, customers will be politely directed to the store exit. A customer may also utilize the exterior window where they can pick up an online order, order through a QR Code or a menu. All adults in the vehicle will be ID'd to ensure nobody between the ages of 7 and 21 are in the vehicle. All drive through customers will be asked if children in the car (if any) are under seven and if a guardian is present. Island Girl Cannabis trains all employees on the importance of the limits on quantity sold per transaction and the exit packaging requirements outlined in the regulations.

**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 3 – Exterior Window Service Operating Plan**

3.1. Describe how you will comply with the requirements set forth in 3 AAC 306.380 and 3 AAC 306.715. Your response must include include policies and procedures regarding video surveillance, ID verification, display of marijuana or marijuana products, security features including alarm systems and locks, measures to prevent consumers from unlawfully accessing marijuana and funds through the exterior window and licensee control of the area outside of the exterior window.

Island Girl Cannabis does not intend to keep any marijuana or marijuana product at the exterior window. Marijuana and marijuana product will be located behind the retail sales counter, out of reach of the exterior window. All exterior window orders will be made via Internet, by telephone or a QR code menu that will be handed to an exterior window customer after ID verification. Cameras will be strategically placed outside the exterior window to capture the license plate of the vehicle approaching the window, capture ID verification and the full sales transaction. Inside the exterior window area, cameras will be placed to ensure that the area is fully covered including; the POS system, window, marijuana and marijuana product storage and sales transactions through the window. The POS system used for exterior window pick ups is located on the counter behind the retail sales counter. At no time will currency, marijuana or marijuana product be accessible or visible by any person(s) utilizing the exterior window. Before completing a sale at the exterior window, Island Girl Cannabis employees shall physically view and inspect the customer's government issued photo ID, and verify, to the best of their ability, that each person in the vehicle under the age of 7 or over the age of 21. If children age 7 or under are in the vehicle, employees will ask if the child(ren) are the customer's own child, grandchild, or ward. The exterior window is located to minimize compromises to security. No transfers to the exterior window are necessary as the window is located behind the retail sales counter. All interactions at the exterior window will be recorded and video records will be stored in compliance with 3 AAC 306.720.

Read each statement below, and then sign your initials in the corresponding box to the right [if applicable]:

Initials

I have included a title, lease or other documentation showing sole right of possession to the additional area(s), including the exterior window area, if the additional area(s) are not already part of my approved licensed premises.

I certify the area immediately outside the walk-up or drive-through exterior window does not include any public property including public streets, public sidewalks, or public parking lots.

I certify I have read, understood and will comply with all requirements set forth in 3 AAC 306.380, 3 AAC 306.715 and 3 AAC 306.720.

**Section 4 – Prohibitions**

Review the requirements under 3 AAC 306.310.

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

Island Girl Cannabis will not sell, offer to sell, give, distribute, or deliver marijuana or marijuana products to any consumers who are: (1) not physically present on the licensed premises, including online and phone orders; (2) under the influence of an alcoholic beverage, inhalant, or controlled substance; or (3) not at least twenty-one (21) years of age at the time of purchase, as evidenced by valid government-issued photo identification. All customers will enter the store or utilize the exterior window, where an Island Girl Cannabis employee will check their ID. During this time, employees will be watching for signs of impairment. If it is determined that a customer is impaired, that individual will be safely escorted from the premises. Law enforcement will be contacted for backup when necessary.

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

Initials

- a. Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355; or in violation of 3 AAC 306.380.
- b. Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet; other than as permitted under 3 AAC 306.380.
- c. Offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;
- d. Offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or
- e. Allow a person to consume marijuana or a marijuana product on the licensed premises, except as allowed under 3 AAC 306.370.



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

## Section 5 – Signage and Advertising

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

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

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

pl

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

pl

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

pl

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

pl

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

a. Is false or misleading;

pl

b. Promotes excessive consumption;

pl

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

pl

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

pl

e. Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

pl

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

a. Within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

pl

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

pl

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

pl

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

pl

e. On a campus for postsecondary education.

pl

## Section 6 – Displays and Sales

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

Island Girl Cannabis will display all marijuana and marijuana products for sale within the restricted access area, unreachable to customers. Signage that reads: "Restricted Access Area" and "Visitors Must be Escorted" will be posted at the access points that lead to the restricted access area behind the sales counter. Marijuana and marijuana products (including pre-packaged edibles and concentrates) will be displayed in locked display cases, on shelving along the wall behind the display case/point of sale counter, and in a fridge and/or freezer (depending) behind the display case/point of sale counter. Product displays will be in full view of a working video surveillance camera when marijuana or marijuana product is stored in the display. Marijuana and marijuana products will always be secured in a locked case. All employees will be trained and regularly monitored to ensure compliance with the display and closing policies and that all products are always secured and accounted for. When customers have made their purchasing decisions, they will head to the point-of-sale counter, where a bud tender will complete the sale. (Continued on Page 6)



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

## Section 7 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

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

Island Girl Cannabis will ensure that marijuana sold in the retail store will be packaged and labeled (1) to observe the limits on quantity sold; (2) products are not labeled as organic; (3) Manufacturers and Cultivators name, license number, production lot number or harvest batch number assigned to the product or flower packaged by cultivators for direct to consumers sales; (4) at the point of sale, marijuana or marijuana product is packaged in resealable, child-resistant packaging designed or constructed to be significantly difficult for children under five (5) years of age to open, but not ordinarily difficult for adults to use correctly; (6) unless already compliant, marijuana and/or marijuana product to be packaged in an opaque package for final retail sale; (7) marijuana and/or marijuana products labeled by Island Girl Cannabis that (a) includes the company name, product name, license number and logo; (b) states the estimated amount of total THC in the labeled product; (c) Contains each of the five warning statements - verbatim as they are listed in the regulations.

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

<b>Retailer:</b> Island Girl Cannabis	<b>License No:</b> 37930
<b>Cultivator:</b>	<b>License No:</b> XXXXX
<b>Harvest Batch No:</b>	<b>Package No:</b>
<b>Net MJ Weight:</b> OZ ( g)	<b>Strain:</b>
<b>Testing Facility:</b>	<b>License No:</b> XXXXX
<b>THC:</b> <b>THCA:</b> <b>CBD:</b> <b>CBDA:</b> <b>CBN:</b>	
<b>Microbial Test:</b> <b>Fungicides:</b> <b>Pesticides:</b> <b>Herbicides:</b>	
<b>Fertilizers:</b> <b>Soil Amendment:</b>	

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



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

## Section 8 – Security

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

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

Island Girl Cannabis will have an employee approach each and every customer that enters the licensed premises or utilizes the exterior window and request identification. Island Girl Cannabis will refuse to sell marijuana or marijuana product to a person who does not produce a form of valid photo identification showing that the customer is 21 years of age or older. Valid forms of identification are: (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license, instruction permit, or identification card of the state or territory of the United States, the District of Columbia, or a province or territory of Canada; (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card; or (4) a tribal identification card, issued by a federally recognized tribe, that has a photograph, signature, date of birth and security features identified by Alaska Statutes. Once identification has been verified, the customer will be free to view products and make purchases.

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

Initials

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

## Section 9 – Waste Disposal

Review the requirements under 3 AAC 306.740.

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

Island Girl Cannabis will be disposing of (1) marijuana that is identified as contaminated, infected, or otherwise rejected for quality; (2) marijuana and marijuana products that reach their expiration date; (3) any other materials or containers in contact with marijuana products that risk contamination; (4) any other marijuana or marijuana product deemed as waste by Island Girl Cannabis, an assigned employee, or AMCO official. Marijuana waste will be stored away from all other products in a locked container on the premises, away from all other marijuana products and currency, and rendered unusable before leaving the store. Marijuana waste will be rendered unusable by grinding the materials and mixing them with other compostable and non-compostable non-marijuana material, such as food waste, cardboard, paper, and yard waste until the resulting mixture is no more than fifty percent (50%) of marijuana waste. Island Girl Cannabis will log waste in Metrc and maintain a log on the status of all marijuana waste, tracking the type, date of disposal, date it was rendered unusable, the reason for wastage, and the waste's final destination. Island Girl Cannabis may incinerate the waste, compost it, contract a City or Borough of Sitka Waste Management company, or have an assigned employee collect the waste mixture and dispose of it at the local waste station. All waste information will be recorded in the disposal log and securely stored as a business record, available to AMCO upon request.

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

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Aaryn Licari

Printed name of licensee

Signature of licensee



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

(Additional Space as Needed):

6.1 Continued: Bud tenders will take the customer's order and dispense it for sale from behind the counter. Concentrates and edibles will all be pre-packaged and labeled. Flower will be sold either pre-packaged or "Deli" style. "Deli" style flower will be displayed in large containers behind the point-of-sale counter with the batch-labeled strains. Budtenders will take customer orders at the point-of-sale counter and weigh the flower using a certified scale. Once weighed to the desired amount, the bud tender will register the purchase in the POS system, which will integrate with Metrc, seal the product into a child-resistant container, and print the packaging label. Island Girl Cannabis will also buy bulk marijuana and roll their own pre-roll marijuana joints, package them per the regulations, and place them into pre-labeled mylar bags, pop-top tubes, joint boxes, or another MCB-approved packaging. Employees will ensure that marijuana and marijuana product sales are in child-resistant packaging and placed in fully opaque exit packaging (including; customers pocket, purse or similar) before a customer exits the store. The exterior window will not have any marijuana or marijuana product on display. All orders will be made online or off a menu.



Alaska Marijuana Control Board

## Form MJ-07: Public Notice Posting Affidavit

### Why is this form needed?

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 Anchorage 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:	Island Girl Cannabis, LLC	License Number:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835

### Section 2 – Certification

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

Start Date: 03/02/2024

End Date: 03/12/2024

Other conspicuous location: Cascade Convenience Center bulletin board - 1211 Sawmill Creek Rd, Sitka, AK 99835

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Signature of licensee

**Aaryn Licari**

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 3/22/27

Subscribed and sworn to before me this 28 day of April, 2024.



Alaska Marijuana Control Board

## Form MJ-08: Local Government Notice

### Why is this form needed?

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

This form must be completed and submitted to AMCO's Anchorage 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:	Island Girl Cannabis, LLC	License Number:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835

### Section 2 – Certification

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

Local Government(s): City & Borough of Sitka Date Submitted: 03/18/2024

Name/Title of LG Official 1: Sara Peterson/Municipal Clerk Name/Title of LG Official 2: \_\_\_\_\_

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

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

Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Aaryn Licari

Printed name of licensee

  
Signature of licensee



Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Why is this form needed?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) 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 Anchorage office by each proposed licensee before any license application will be considered complete.

### Section 1 – Establishment Information

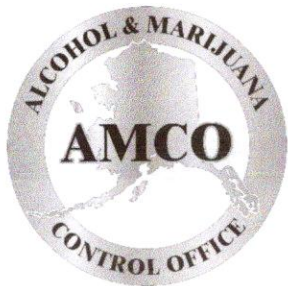
Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Island Girl Cannabis, LLC	License Number:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835

### Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Brian Blankenship				
Title:	Member				
SSN:	██████████	Date of Birth:	██████████		



Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Section 3 – Certifications

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

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 hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Brian Blankenship

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Why is this form needed?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) 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 Anchorage office by each proposed licensee 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:	Island Girl Cannabis, LLC	License Number:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835

### Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Aaryn Licari				
Title:	Manager, Member				
SSN:	██████████	Date of Birth:	██████████		



Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Section 3 – Certifications

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

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.

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

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Aaryn Licari

Printed name of licensee

  
Signature of licensee



## Alaska Marijuana Control Board

**Form MJ-09: Statement of Financial Interest****Why is this form needed?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) 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 Anchorage office by each proposed licensee 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:	Island Girl Cannabis, LLC	License Number:	37930		
License Type:	Retail Marijuana Store				
Doing Business As:	Island Girl Cannabis, LLC				
Premises Address:	224 Smith Street, Suite A				
City:	Sitka	State:	Alaska	ZIP:	99835

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	Nick Goddard				
Title:	Member				
SSN:	██████████	Date of Birth:	██████████		



Alaska Marijuana Control Board

**Form MJ-09: Statement of Financial Interest**

**Section 3 – Certifications**

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

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.

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I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Nick Goddard

Printed name of licensee

Signature of licensee

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

**Island Girl Cannabis, LLC**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **September 30, 2021**.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

Julie Anderson  
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 #: 10175091  
Date Filed: 09/30/2021  
State of Alaska, DCCED

FOR DIVISION USE ONLY

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## Articles of Organization

### Domestic Limited Liability Company

#### 1 - Entity Name

**Legal Name:** Island Girl Cannabis, LLC

#### 2 - Purpose

Any lawful purpose

#### 3 - NAICS Code

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

#### 4 - Registered Agent

**Name:** Eric vanVeen

**Mailing Address:** 118 B Harvest Way, Sitka, AK 99835

**Physical Address:** 118 B Harvest Way, Sitka, AK 99835

#### 5 - Entity Addresses

**Mailing Address:** 224 Smith Street, Suite A, Sitka, AK 99835

**Physical Address:** 224 Smith Street, Suite A, Sitka, AK 99835

#### 6 - Management

The limited liability company is managed by a manager.

#### 7 - Officials

Name	Address	% Owned	Titles
Eric vanVeen			Organizer

#### Name of person completing this online application

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

**Name:** Michael Schwarz



THE STATE  
of ALASKA

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

AK Entity #: 10175091  
Date Filed: 06/27/2023  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Domestic Limited Liability Company

### 2023 Biennial Report

For the period ending December 31, 2022

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**Due Date:** This report along with its fees are due by January 2, 2023

**Fees:** If postmarked before February 2, 2023, the fee is \$100.00.

If postmarked on or after February 2, 2023 then this report is delinquent and the fee is \$137.50.

**Entity Name:** Island Girl Cannabis, LLC

**Entity Number:** 10175091

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 224 SMITH STREET, SUITE A, SITKA, AK 99835

**Mailing Address:** 224 SMITH STREET, SUITE A, SITKA, AK 99835

**Registered Agent** information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

**Name:** Aaryn Licari

**Physical Address:** 1305 HALIBUT POINT ROAD, #A, SITKA, AK 99835

**Mailing Address:** 1305 HALIBUT POINT ROAD, #A, SITKA, AK 99835

**Officials:** The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Nick Goddard	1206 HALIBUT POINT ROAD, SITKA, AK 99835	6.00		X
Aaryn Licari	1305 HALIBUT POINT ROAD, #A, SITKA, AK 99835	88	X	X
Brian Blankenship	2166 Halibut Point Road, Sitka, AK 99835	6		X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

**Purpose:** Any lawful purpose

**NAICS Code:** 455219 - ALL OTHER GENERAL MERCHANDISE RETAILERS

**New NAICS Code (optional):**

## OPERATING AGREEMENT OF ISLAND GIRL CANNABIS LLC

THIS OPERATING AGREEMENT OF ISLAND GIRL CANNABIS LLC (the "Operating Agreement") is entered into as of May 20, 2023 (the "Effective Date") by AARYN DANIELLE VANVEEN LICARI ("Licari"), BRIAN BLANKENSHIP ("Blankenship") and NICK GODDARD ("Goddard") as Members of the ISLAND GIRL CANNABIS LLC (the "Company").

WHEREAS, the Members desire to execute this Operating Agreement to provide for their respective rights, obligations, and duties with respect to the Company, and the management and governance of the Company;

The undersigned have agreed to operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Operating Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned, intending legally to be bound, agree as follows:

**1. DEFINITIONS.** Unless the context otherwise specifies or requires, capitalized terms used in this Operating Agreement shall have the respective meanings assigned to them in this Section 1 for all purposes of this Operating Agreement (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references in this Operating Agreement to Sections are to Sections of this Operating Agreement.

1.1 **"Act"** means the Alaska Limited Liability Company Act, Alaska Statute § 10.50.010, *et seq.*, as in effect and hereafter amended, and, unless the context otherwise requires, applicable regulations thereunder. Any reference herein to a specific section or sections of the Act shall be deemed to include a reference to any corresponding provisions of future law.

1.2 **"Additional Capital Contribution"** means any Capital Contribution made by any Member after the Initial Capital Contribution pursuant to Section 5.

1.3 **"Articles of Organization"** or **"Articles"** means the Articles of Organization filed for the Company in accordance with the Act.

1.4 **"Bankruptcy"** means, and a Member shall be deemed **"Bankrupt"** upon, (i) the entry of a decree or order for relief of the Member by a court of competent jurisdiction in any involuntary case involving the Member under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (iii) the ordering of the winding up or liquidation of the Member's affairs; (iv) the filing with

respect to the Member of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Member of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (vi) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (vii) the making by the Member of any general assignment for the benefit of creditors; or (viii) the failure by the Member generally to pay his or her debts as such debts become due.

1.5 **"Capital Account"** means the separate account established and maintained for each Member pursuant to Section 5.

1.6 **"Capital Contribution"** means any property, including cash, or services, contributed to the Company by or on behalf of a Member.

1.7 **"Code"** means the Internal Revenue Code, as in effect and hereafter amended, or any corresponding provision of any succeeding law.

1.8 **"Company"** means ISLAND GIRL CANNABIS LLC.

1.9 **"Dollars"** and **"\$"** mean the lawful money of the United States.

1.10 **"Effective Date"** means the date of governmental or regulatory approval of any required licensure of the corporations or business entities in which the Company possesses shares or other ownership interests.

1.11 **"GAAP"** means generally accepted accounting principles set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect from time to time.

1.12 **"Initial Capital Contribution"** means the initial contribution of capital to the Company made by the Members as set forth in Section 5 and on Exhibit A attached hereto and incorporated herein.

1.13 **"Majority vote of the Membership Interests"** or **"majority of the Membership Interests"** means affirmative vote by more than 50% of the Membership Interests entitled to vote.

1.14 **"Manager"** means any person or his or her successor as may be appointed pursuant to the terms of this Operating Agreement.

1.15 **"Member" or "Members"** means those persons listed in **Exhibit A** and any other Person who shall in the future execute this Operating Agreement pursuant to the provisions of this Operating Agreement.

1.16 **"Membership Interest"** means the Percentage Interest of a Member in the Company.

1.17 **"Operating Agreement"** means this Operating Agreement, as this Operating Agreement may be amended or modified from time to time, together with all addenda, exhibits, and schedules attached to this Operating Agreement from time to time.

1.18 **"Percentage Interest"** means a Member's percentage share of ownership of the Company, which shall be equal to the percentage that such Member's Capital Contributions bears to the sum of all Capital Contributions.

1.19 **"Person" or "Persons"** means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization.

## **2. FORMATION, NAME, PLACE OF BUSINESS.**

2.1 Formation of Company. The Members of the Company hereby:

2.1.1 Authorize formation of the Company by the Members as a limited liability company pursuant to the Act, and further ratify the filing of the Articles of Organization with the State of Alaska, Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing;

2.1.2 Confirm and agree to their status as Members of the Company;

2.1.3 Execute this Operating Agreement for the purpose of confirming the existence of the Company and establishing the rights, duties, and relationship among the Members, and between the Members and the Company; and

2.1.4 Agree (i) that, if the laws of any jurisdiction in which the Company transacts business so require, the Company shall appropriately file all documents necessary for the Company to qualify to transact business under such laws, and (ii) to execute, acknowledge, and file any amendments to the Articles as may be required to lawfully operate the Company as a limited liability company.

2.2 Name of Company. The name of the Company shall be "ISLAND GIRL CANNABIS LLC." The business of the Company may be conducted under any other name permitted by the Act that is selected by the Members. If the Company does business under a name other than set forth in its Articles of Organization, then it shall execute, file, and record any assumed or fictitious name certificates as required by law.

2.3 Place of Business. The principal place of business of the Company shall be 224 Smith Street, Suite A, Sitka, Alaska 99835. The Members may change the principal place of business to such other place within the United States as the Members may determine from time to time. The Members may establish and maintain other offices and additional places of business of the Company in or outside the State of Alaska.

2.4 Registered Office and Registered Agent. The name and address of the initial registered agent of the Company is Aaryn Licari, 1305 Halibut Point Road, #A, Sitka, Alaska 99835.

2.5 No Partnership Intended for Non-Tax Purposes. The Members do not intend to form a joint venture or a partnership under the laws of Alaska. The Members do not intend to be partners to one another or any third party. The Members agree and acknowledge that the Company is to be treated as a partnership solely for federal and state income tax purposes.

### **3. PURPOSES AND POWERS OF COMPANY.**

3.1 Purposes. The purposes for which the Company is organized are:

3.1.1 To operate a cannabis retail establishment licensed under Title 3, Chapter 306 of the Alaska Administrative Code, and for any other lawful purpose; and

3.1.2 To enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purposes and to assist the Company to carry out the purposes contemplated by this Operating Agreement.

3.2 Powers. The Company shall have the power to do any and all lawful acts for the furtherance of the purposes of the Company and this Operating Agreement.

4. **TERM.** The Company commenced when the Articles of Organization were delivered to the State of Alaska, Department of Commerce, Community and Economic Development, Division of Corporations, Business and Professional Licensing. The Company shall continue in perpetuity until it is dissolved, liquidated, and terminated in conformity with the provisions of this Operating Agreement or the Act.

### **5. CAPITAL.**

5.1 Initial Capital Contributions of the Members. Upon execution of this Operating Agreement, each Member will or has contributed to the Company the types and amounts of Initial Capital Contribution set forth in the attached **Exhibit A**.

5.2 Additional Capital Contributions of the Members. Upon the agreement of all of the Members, a Member may make an Additional Capital Contribution. The Percentage Interest of the Members shall be adjusted to reflect any

approved Additional Capital Contribution when it is made. No Member shall be required to contribute any additional capital to the Company and no Member shall have any personal liability for any Additional Capital Contribution to the Company unless expressly assumed in writing.

5.3 Form of Capital Contributions or Additional Capital Contributions of the Members. Upon unanimous vote of the Members, any Member, including the Manager, may make any of the contributions referenced in this Section 5 in kind, or through services ("Sweat Equity") provided, however, that such in kind or Sweat Equity Capital Contributions or Additional Capital Contributions shall be valued as agreed by all of the Members and shall also be made subject to the terms of any definitive agreement(s) regarding the purchase of the applicable Membership Interests.

5.4 Capital Accounts. A separate Capital Account shall be established and maintained for each Member. The Capital Account of each Member shall be (i) increased by the amount of any Capital Contributions made to the Company by the Member, (ii) increased or decreased by items of net income or net loss allocated to the Member pursuant to Section 6, and (iii) decreased by any distributions made from the Company to the Member.

5.5 No Interest on Capital Contributions or Capital Accounts. No Member shall be entitled to receive any interest on his, her, or its Capital Contribution or Capital Account balance.

5.6 Loans. Subject to AS 10.50.140, a Member or an employee of the Company may, at any time, make or cause a loan to be made to the Company in any amount and on such terms as all Members agree. Any such approved advances or loans shall not result in any increase in the amount of such Member's Capital Account or entitle such Member to any increase in its Percentage Interest. The amounts of such advances or loans shall be a debt of the Company and shall be payable or collectible only out of the Company's assets in accordance with terms and conditions agreed upon by all Members.

5.7 Liability of Members. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and none of the Members shall be obligated personally for any such debt, obligation, or liability solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Act or this Operating Agreement shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

5.8 Return of Capital. No Member shall have the right to demand or to receive the return of all or any part of his, her, or its Capital Account or Capital Contributions to the Company except upon the consent of all Members, upon the dissolution of the Company, or as may be specifically provided in this Operating Agreement.

5.9 THE UNCERTIFICATED LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS PROVIDED FOR UNDER THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD UNLESS REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE MEMBERSHIP INTERESTS ARE SUBJECT TO CERTAIN VOTING AND GOVERNANCE PROVISIONS, RESTRICTIONS ON TRANSFER, AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS OPERATING AGREEMENT.

## **6. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS.**

6.1 Allocation of Net Income or Net Loss. Except as otherwise provided in Section 6.2, the net income or net loss, other items of income, gains, losses, deductions, and credits, and the taxable income, gains, losses, deductions, and credits of the Company, if any, for each fiscal year (or portion thereof) shall be allocated to the Members in proportion to their Percentage of Membership Interest in the Company.

6.2 Allocation of Income and Loss With Respect to Company Interests Transferred. If any interest is transferred during any fiscal year, the net income or net loss (and other items referred to in Section 6.1) attributable to such interest for such fiscal year shall be allocated between the transferor and the transferee by closing the books of the Company as of the date of the transfer.

6.3 Distributions. Distributions to the Members may be made at times and in amounts as are determined by the Manager in the Manager's sole discretion. Approved distributions shall be made to the Members in proportion to their Percentage Interests. Distributions may be made in cash or by distributing property in kind.

## **7. MANAGEMENT OF COMPANY.**

7.1 Management of the Company. The business and affairs of the Company shall be managed by a manager, who may or may not be a Member of the Company.

7.2 Manager. The Members agree that the Company shall be managed by a Manager, who initially shall be Aaryn Licari. The Manager shall hold office until his or her resignation, removal from office, or death. Upon the happening of any of these events, a successor Manager shall be appointed to fill the vacancy by a majority vote of the Members.

7.3 Salaries and Contract Rights. The salary, if any, of the Manager and/or other officers shall be fixed from time to time by the Members by majority vote of the Membership Interest. The appointment of a Manager or other officers shall not of itself create contract rights.

7.4 Removal and Voluntary Resignation of Manager. The Manager or officers may be removed at any time, with or without cause, by a majority vote of the Membership Interests at a meeting of the Members called for that purpose, provided that notice has been given as required by this Operating Agreement. The Manager may resign at any time, without prejudice to any rights of the Company, by giving written notice to the Members.

7.5 Duties, Rights, and Powers of Manager. Except as specifically limited in this Operating Agreement, or under applicable law, the Manager shall have the sole and exclusive right to manage, control, and conduct the business and affairs of the Company.

7.5.1 The Manager shall have the duties and powers set forth below and shall perform all such other duties as the Members shall designate. Accordingly, the Manager shall:

- A. Manage the affairs and business of the Company;
- B. Exercise the authority and powers granted to the Company;
- C. Take any and all actions necessary to perfect and maintain the status of the Company as a limited liability company under the Act, including the filing of such certificates and biennial reports and the taking of all other actions required for the continuance of the Company under this Act and the Agreement;
- D. Preside at meetings of the Members;
- E. Sign all bonds, deeds, mortgages, and any other agreements, and such signature(s) shall be sufficient to bind the Company;
- F. Prepare minutes of the Members' meetings and keep them in one or more books provided for that purpose;
- G. Authenticate records of the Company;
- H. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law;
- I. Be custodian of the corporate records;
- J. Keep a register of the post office address and other contact information of each Member that shall be furnished by such Member;
- K. Have general charge of the Membership Interest transfer books of the Company;

L. Report annually to Members on the status of the Company's finances, compliance with applicable regulations, business plan status, and other relevant matters as may be determined by the Manager;

M. Take all actions necessary or appropriate to accomplish the Company's purposes in accordance with the terms of this Operating Agreement; and

N. Otherwise act in all other matters on behalf of the Company.

7.5.2 In addition to the duties and powers which the Manager may have in accordance with Section 7.5.1, and except as otherwise specifically limited in this Operating Agreement or under applicable law, the Manager shall have specific rights and powers required for the management of the business of the Company, including, the right to do the following:

A. Establish overall policy decisions with respect to the business and affairs of the Company;

B. Review and approve annual budgets and operating guidelines;

C. Approve contracts, agreements, and commitments of the Company in an amount not to exceed \$50,000 per transaction, or exceeding \$50,000 over multiple linked transactions;

D. Approve the choice of bank depositories, and approve arrangements relating to signatories on bank accounts;

E. Approve the choice of the Company's attorneys, independent accountants, and any other consultants, including, without limitation, market consultants, leasing agents, management agents, and advertising and public relations agents;

F. Approve any change to the Company's fiscal year;

G. Approve all distributions to the Members;

H. Approve the conveyance, sale, transfer, assignment, pledge, encumbrance, or disposal of, or the granting of a security interest in, any assets of the Company;

I. Incur indebtedness or loan or extend credit to any Person in an amount not to exceed the value of the assets then owned by the Company;

J. Employ, appoint, and remove any Company employee who is involved in the day-to-day management or business of the Company;

K. Change any accounting principles used by the Company, except to the extent required by GAAP;

L. Notify entities owned in whole or in part by the Company of any changes in ownership of the Company; and

M. Approve any tax elections of the Company.

7.6 Extraordinary Transactions. Notwithstanding anything to the contrary in this Operating Agreement, the Manager shall not undertake any of the following without the unanimous approval of the Members:

7.6.1 The admission of additional Members to the Company;

7.6.2 Discontinuance of the Company's business;

7.6.3 Sale of the Company's business or substantial portion thereof, or the sale, exchange, or other disposition of all, or substantially all, of the Company's assets;

7.6.4 Any merger, reorganization, or recapitalization of the Company;

7.6.5 Settlement or confession of judgment in any legal matter;

7.6.6 Taking or effecting any action that would render the Company bankrupt or insolvent or, except as expressly provided in this Operating Agreement, cause the termination, dissolution, liquidation, or winding-up of the Company;

7.6.7 Taking or effecting any action that would create a financial obligation of the company in excess of \$50,000.00; and

7.6.8 Such other matters and decisions as the Members may from time to time designate.

7.7 Business Plan and Budget. Each Fiscal Year, commencing with the Fiscal Year beginning on January 1, 2023, Manager shall prepare an annual business plan and operating budget for the Company. Each draft budget shall be delivered to the Members not later than thirty (30) calendar days before the beginning of the Fiscal Year in question. The approval of any draft business plan and budget shall be an "Extraordinary Transaction" pursuant to Section 7.6 and will be effective upon approval by a majority vote of the Members. Once a draft business plan and budget is approved, it shall be the "Annual Business Plan and Budget" for the Company for the Fiscal Year in question. Notwithstanding anything to the contrary in this Section 7.7, the "Initial Business Plan and Budget" for the Fiscal Year 2023 shall be prepared promptly after execution of this Agreement and submitted to the Members for approval.

7.8 Third Party Reliance. Third parties dealing with the Company shall be entitled to rely upon the power and authority of the Manager as set forth herein.

7.9 Standard of Care. The Manager shall not be liable to the Company or its Members for monetary damages for breach of fiduciary duty or otherwise liable, responsible, or accountable to the Company or its Members for monetary damages or otherwise for any acts performed, or for any failure to act. However, this provision shall not eliminate or limit the liability of the Manager: (i) for any breach of their duty of loyalty to the Company or its Members; (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, gross negligence, or fraud; (iii) for any transaction from which the Manager received any improper personal benefit; or (iv) if proven in court to have knowingly and actively acted against the financial interest of a Member.

7.10 Conflicts of Interest. Subject to the limitations of AS 10.50.140 and Section 8.9 hereunder, the Manager, at any time, may engage in and possess interests in other business ventures of any and every type independently or with others, with no obligation to offer to the Company or any Member the right to participate therein. The Company may transact business with any Member or the Manager, subject to the limitations of AS 10.50.140.

7.11 Agents. The Manager may designate one or more individuals as agents of the Company for any purpose. No agent need be a Member. Each agent shall have the authority and shall perform the duties designated by the Manager. Vacancies may be filled or new offices created and filled by the Manager. Any agent appointed by the Manager may be removed by the Manager whenever, in their sole judgment, the best interests of the Company would be served. However, such removal shall be without prejudice to the contract rights, if any, of the person so removed.

## **8. MEMBERS.**

8.1 Members. The Members of the Company are listed on **Exhibit A.**

8.2 Member Qualifications. To be admitted as a Member, a Person shall provide documentation satisfactory to the Company that the Person is a resident of the State of Alaska, as defined by applicable laws, and is otherwise permitted to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code. Members shall maintain eligibility to own Membership Interests under applicable law at all times.

8.3 Meetings. There shall be yearly meeting of the Members, to be held annually on a date designated by the Manager, but in no event later than November 1 of any given year. Additional meetings of the Members may be called at any time by any Member or the Manager. Meetings shall be held at the principal place of business of the Company or as designated in the notice or waivers of notice of the meeting.

8.3.1 Notice. Notice of any meeting of the Members shall be given no fewer than five (5) days and no more than thirty (30) days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 16.4 and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

8.3.2 Quorum. The holders of a majority of the Membership Interests, present in person or represented by proxy, shall constitute a quorum for transaction of business at any meeting of the Members. If the holders of less than a majority of the Percentage Interests are present at said meeting, the holders of a majority of the Percentage Interests present at the meeting may adjourn the meeting at any time without further notice.

8.3.3 Manner of Acting. The act of the holders of a majority of the Percentage Interests present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by statute, this Operating Agreement, or the Articles.

8.4 Action Without Meeting. Unless specifically prohibited by the Agreement, any action required to be taken at a meeting of the Members may be taken without a meeting by a written instrument indicating the consent of the majority, or greater than a majority, if otherwise required by this Operating Agreement, vote of the Members. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

8.5 Telephonic/Online Meetings. The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, such as Zoom or similar online services. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating. The Members or Manager, whoever called for the meeting, shall ensure those Members attending remotely have access to any written materials reviewed at the meeting.

8.6 Proxies. Each Member entitled to vote at a meeting of Members or to express consent or dissent to action in writing without a meeting may authorize another person or persons to act for such Member by written proxy. Such proxy shall be deposited at the principal offices of the Company not less than twenty-four (24) hours before a meeting is held or action is taken. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

8.7 Voting of Interests. Each Member shall be entitled to vote according to his or her Percentage Interest in the Company upon each matter submitted to a vote of the holders thereof.

8.8 Duty to Act in Best Interest of LLC. As joint owners of a closely held limited liability company, all Members agree to act in the best interests of the Company when voting or deciding on issues affecting the Company, and each Member acknowledges their duty to act in good faith towards all other Members. The duty of care set forth in AS 10.50.135 is expressly adopted and incorporated into this Agreement, and made applicable to the Members.

8.9 Other Activities of Members; Restrictions on Competition. No Member may engage in other business ventures of any nature or description whatsoever, whether currently existing or hereafter created, that may compete directly with the business of the Company as a cannabis retail establishment in Sitka, Alaska, or within a fifty (50) mile radius of Sitka, Alaska, unless approved by a Majority vote of the Membership Interests in writing. Any and all business, ventures or other transactions with any appearance of a conflict of interest shall be fully disclosed to all other Members. For purposes of clarity, nothing in this provision shall prohibit any Member from holding an interest in a cannabis retail establishment outside of a fifty (50) mile radius of Sitka Alaska. Failure to comply with the terms of this provision shall be deemed a material breach of the Operating Agreement.

8.10 All expenses reasonably incurred with respect to the organization or operation of the Company shall be paid or reimbursed by the Company.

8.11 Except as otherwise expressly provided herein, no Member shall be required or expected to provide labor or services to the Company with respect to the day-to-day business activities of the Company without compensation for such labor or services on terms and conditions to be agreed to between the Member and the Company.

## **9. INDEMNIFICATION.**

9.1 Right of Indemnification. In accordance with the Act and this Operating Agreement, the Company shall indemnify, defend, and hold harmless any person who is a Member, Manager, or other officer of the Company, and the person's officers, directors, partners, joint venturers, employees, or agents (individually, in each case, an "Indemnitee") to the fullest extent permitted by law, from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including costs, attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative, or investigative, in which the Indemnitee may be involved or threatened to be involved, as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnitee continues to be a person who is a Member, Manager, or other officer of the Company, or the person's officers, directors, partners, joint venturers, employees, or agents, at the time any such liability or expense is paid or incurred. However, this provision shall not eliminate or limit the liability of an Indemnitee (i) for any breach of the Indemnitee's duty of loyalty to the Company or the Members, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of

law, or (iii) for any transaction from which the Indemnitee received any improper personal benefit.

9.2 Advances of Expenses. Expenses incurred by an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to this Section 9 may be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount, if it shall be determined in a judicial proceeding or a binding arbitration that such Indemnitee is not entitled to be indemnified as authorized in this Section 9.

9.3 Other Rights. The indemnification provided by this Section 9 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, both as to an action in the Indemnitee's capacity as a Member, Manager, or other officer of the Company, or any affiliate thereof, and as to an action in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of the Indemnitee.

9.4 Insurance. The Company may purchase and maintain insurance on behalf of the Members, the Manager, and such other persons as the Members or Managers may determine against any liability that may be asserted against or expense that may be incurred by such persons in connection with the offering of interests in the Company or the business or activities of the Company, regardless of whether the Company would have the power to indemnify such persons against such liability under the provisions of this Operating Agreement.

## **10. BANK ACCOUNTS, BOOKS AND RECORDS, STATEMENTS, TAXES, FISCAL YEAR.**

10.1 Bank Accounts. To the extent reasonably practicable, all funds of the Company shall be deposited in the Company's name in such checking and savings accounts, time deposits, certificates of deposit, mutual funds, money market instruments, or other accounts as shall be designated by the Manager, from time to time. The Manager shall arrange for the appropriate conduct of such account or accounts, or such other mechanisms for managing funds of the Company.

10.2 Books and Records. The Manager, shall keep, or cause to be kept, accurate books and records showing the financial condition of the Company, including copies of the Company's financial statements and the federal, state, and local tax returns of the Company for at least the most recent six (6) fiscal years. All Members shall have access to the books and records at any reasonable time during regular business hours and shall have the right to copy said records at such Member's expense, provided that the Member provides at least seventy-two hours written notice to the Manager.

10.2.1 Where Maintained. The books, accounts, and records of the Company at all times shall be maintained at the Company's principal office or at such other place authorized by the Manager.

10.2.2 Fiscal Year. The fiscal year of the Company for all purposes shall be the calendar year. The Members shall have authority to change the beginning and ending dates of the fiscal year.

10.3 Accounting Decisions. All decisions as to accounting matters shall be made by the Members subject to the provisions herein.

10.4 Tax Matters Member. The Manager shall be the Company's tax matters partner ("Tax Matters Member"). If no Manager is appointed, the Tax Matters Member shall be Aaryn Licari. The Tax Matters Member shall have all powers and responsibilities of a "tax matters partner" as defined in Section 6231 of the Code. The Tax Matters Member shall keep all Members informed of all notices from government taxing authorities that may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

10.5 Tax Elections. The Manager shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Section 754 of the Code. The decision to make or not make an election shall be at the Manager's sole and absolute discretion.

10.6 Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

## **11. TRANSFER OF MEMBERSHIP INTERESTS; SUBSTITUTION OF MEMBERS.**

### **11.1 Transfer of Membership Interests.**

11.1.1 Definition of Transfer. The term "transfer," when used in this Section 11 with respect to a Membership Interest, shall include any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition. However, a "transfer" shall not include any pledge, mortgage, or hypothecation of or granting of a security interest in a Membership Interest in connection with any financing obtained on behalf of the Company.

11.1.2 Void Transfers. No Membership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set

forth in this Section 11. Any transfer or purported transfer of any Membership Interest not made in accordance with this Section 11 shall be void *ab initio*.

## 11.2 Restrictions of Transfers.

11.2.1 Consent Required. No Member may transfer all or any portion of, or any interest or rights in their Membership Interest or their Capital Account without: (i) the express written consent of all non-transferring Members; or (ii) following the procedures outlined in Section 11.2.2. Each Member acknowledges the reasonableness of this prohibition in view of the relationship of the Members.

11.2.2 Right of First Refusal. In the event that one Member wishes to transfer all or part of their Membership Interest in the Company, and in the absence of the express written consent of non-transferring Members then holding a majority of the Membership Interests under Section 11.2.1, the transferring Member shall first make the Membership Interest available to the Company in the manner set forth below in this Section 11.2.2.

A. The right of a Member to transfer its Membership Interest in the Company to any third party is expressly conditioned upon such transferring Member first offering to transfer their Membership Interest to the Company for the same price and upon the same terms as the proposed transfer to a person or entity not a Member of the Company. The procedure for this right of first refusal shall be as follows:

1. Prior to any proposed transfer of Membership Interest, the transferring Member shall send each of the Company a copy of the proposed agreement between the transferring Member and the proposed transferee and notify the remaining Members of the transferring Member's intention to enter such agreement and make such transfer. The Company shall each have the right, within ninety (90) calendar days of receipt of such notice, to acquire the transferring Member's interest on the same terms as the proposed agreement.

2. If the Company does not acquire the interest of the transferring Member, the transferring Member may then transfer his or her interest in the Company to the person or entity named in the proposed agreement pursuant to the terms contained in this section, provided that (a) such transfer is on the same terms and conditions and for the same price set forth in the proposed agreement sent to Company and (b) there is compliance with section 11.2.3.

3. If the Company acquires the transferring Member's, then the transferring Member's interest shall be transferred to the remaining Members on a *pro rata* basis consistent with their current Membership Interests.

11.2.3 Substitution. Any transferee of a Membership Interest shall become a substituted Member upon (i) the express written consent of the non-transferring Members or if the remaining Members do not acquire the membership interest subject to transfer pursuant to the Right of First Refusal; (ii) the transferee

agreeing to be bound by all the terms and conditions of the Articles and this Operating Agreement; (iii) the transferee providing documentation satisfactory to the Company that the transferee is eligible to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code; and (iv) receipt of any necessary regulatory approvals. Unless and until a transferee is admitted as a substituted Member, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A Member who has transferred his or her Membership Interest shall cease to be a Member upon transfer of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder except as provided in Section 9.

## **12. ADMISSION OF NEW MEMBERS.**

12.1 The admission of additional members to the Company through the sale, issuance, or other conveyance of Membership Interest by the Company is not considered a transfer of Membership Interest under Section 11.

12.2 Subject to the terms of this Agreement, additional Persons may be admitted as Members of the Company under this Section 12 at such time and on such terms as may be deemed appropriate by a unanimous vote of the Membership Interests. To be admitted as a new Member, a Person shall (i) agree in writing to be bound by all the terms and conditions of this Operating Agreement; and (ii) provide documentation satisfactory to the Company that the Person is eligible to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code. A Person will not be fully admitted as a Member until any and all necessary regulatory approvals are received. Unless and until a Person is admitted as a Member, the Person shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder.

12.3 The Members understand that, in the event of the admission of a new member, the then existing Members' Percentage Interests shall be reduced pro rata in amounts that equal the amount of the new member's Percentage Interest.

## **13. DISSOCIATION OF A MEMBER.**

13.1 Voluntary Withdrawal. In the event of a Member's voluntary withdrawal from the Company, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including, but not limited to, the loss of future earnings. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company business and the withdrawing Member's interest shall be transferred to the remaining Members on a *pro rata* basis consistent with their current Membership Interests. The withdrawing Member shall not be entitled to compensation, accrued distributions, or repayment of Capital Contributions without the express written consent of all of the other Members. If the remaining Members or Company elect to purchase the interest of the withdrawing Member, the Members or Company will serve written notice of such election upon the withdrawing Member within thirty (30) days after receipt of the withdrawing Member's notice of intention to withdraw,

including the purchase price and method and schedule of payment for the withdrawing Member's Membership Interest. The purchase amount of any buyout of a Member's interest under this Section 13.1 shall be no greater than the Book Value of the Membership Interest as defined in Section 14 below.

13.2 Involuntary Withdrawal. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company business. Events leading to the involuntary withdrawal of a Member from the Company will include, but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; Member bankruptcy; and other involuntary levy or transfer of a Member's Membership Interest by judicial order or otherwise. Any Member (or its appropriate representative) who experiences an event leading to involuntary withdrawal shall notify the Company in writing of the event and the date of the event. In the absence of such notice, the other Members may give notice to the affected Member's representative, or upon notice of any involuntary levy or transfer of a Member's Interest by judicial order or otherwise, then within thirty (30) days of such notice, such Member shall either give written assurances that such event has not occurred, or has been cured. Failure to timely respond shall be deemed effective as notice of intent for compulsory sale.

13.3 Compulsory Sale of Member's Interest. Upon the receipt of notice under Section 13.2, the remaining Members shall meet and upon the majority affirmative vote of the Members (without counting the Interest of the withdrawing Member), the Members or the Company may elect to purchase the Interest of the withdrawing Member. If the remaining Members or Company elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the withdrawing Member. If the Members or Company do not elect to purchase the withdrawing Member's Membership Interest, then the Company or Members may either elect to admit such Member's distributees or beneficiaries into the Company as Substituted Members, or may elect to dissolve, each by the vote as established in Sections 11 and 15 respectively.

13.3.1 Compulsory Sale Purchase Price. The purchase price amount of a Member's Interest due to compulsory sale under Section 13.3 will be the Fair Market Value of the withdrawing Member's interest. The Fair Market Value of a withdrawing Member's Interest to be purchased by the Company or any Member or Members, shall be determined by agreement between the withdrawing Member's Legal Representative and the Company, which agreement is subject to approval by a majority of the remaining Members. For this purpose, the fair market value of the withdrawing Member's Interest shall be computed as the amount that could reasonably be expected to be realized by the withdrawing Member upon the sale of the Company in the ordinary course of business at the time of the action leading to the withdrawal. If the withdrawing Member's Legal Representative and the Company cannot agree upon the fair market

value of the Interest within thirty (30) days of the date notice is provided per Section 13.3, the fair market value shall be determined by appraisal, as follows:

A. The fair market value shall be determined by a single appraisal made by an appraiser agreed upon by the Company and the withdrawing Member, which appraiser shall be qualified to conduct business valuations of businesses similar to the Company. The cost of such appraiser shall be born equally by such parties, and the determination of such appraiser shall be final. If an agreement cannot be reached within a reasonable time, not to exceed ten (10) business days after the date the initial appraiser is proposed, the Company and the withdrawing Member shall each to choose one appraiser qualified to conduct business valuations and the first two appraisers so chosen to choose a third appraiser having similar qualifications. The decision of a majority of the appraisers as to the fair market value of such interest shall be final and binding and may be enforced by legal proceedings. The withdrawing Member and the Company shall each compensate the appraiser appointed by it and the compensation of the third appraiser shall be born equally by such parties. The fair market value determination made by the appraiser or appraisers, as the case may be, shall take into account into consideration applicable minority and marketability discounts related to the withdrawing member's interest.

13.3.2 Ineligible Beneficiary. In the event that the involuntarily withdrawing Member's distributees, beneficiaries, or heirs do not or will not comply with the terms of Section 11.2.2; are not permitted to own the Membership Interest pursuant to applicable laws; or do not become so eligible within sixty (60) days following notice that the Company elected to not purchase the withdrawing member's Membership Interest, then the Interest shall not transfer to the distributee or beneficiary and the withdrawing Member's Legal Representative shall convey the Membership Interest to a third party who shall be admitted as an Substitute Member pursuant to Section 11.2.2, but such substitution will be exempt from the requirement of Section 11.2.3(i). In the event that no Substitute Member is admitted or has admission as a Substitute Member pending within 180 days after the Company acquired knowledge of the death or disability of the withdrawing Member, the Membership Interest shall transfer to the Company, to be divided proportionately amongst the remaining Members on a *pro rata* basis according to their then-current Membership Interests, and the purchase price shall be the Book Value of the Membership Interest, as defined in Section 14. The purchase price of the Membership Interest under this section shall be paid by the Company to the Legal Representative of the withdrawing Member in immediately available funds within sixty (60) days of determination of the fair market value or, at the Company's option, said debt may be evidenced by a promissory note bearing interest at the Prime Rate, which shall be due and payable upon the earlier of (i) expiration of five (5) years or (ii) the sale or disposition of all of the Company Property.

13.4 Removal of a Member for Cause. A Member may be removed for cause upon a majority vote of the remaining Members. The expulsion of such Member will have no effect upon the continuance of the Company business. The remaining Members shall give notice to the Expelled Member of their removal as a Member. Upon the giving of such notice, the Expelled Member's Membership Interest and right to

participate in the management and conduct of the Company's business is terminated. A Member removed for cause shall not be entitled to any compensation, accrued distributions, or repayment of Capital Contributions without the express written consent of all of the other Members.

13.4.1 A Member may be removed for cause in the case of any of the following:

A. the Member engaged in wrongful conduct that adversely and materially affected the Company's business;

B. the Member engages in criminal, illegal or other acts of malfeasance, gross negligence, prohibited self-dealing or embezzlement;

C. if it is unlawful, or inconsistent with applicable regulations, to carry on the company's business with the Member;

D. the Member willfully or persistently committed a material breach of the Operating Agreement or a duty owed to the Company or the other members of the Company, including the Member's duty of loyalty and duty of care;

E. the Member engaged in conduct relating to the Company's business which makes it not reasonably practicable to carry on business with the Member;

F. operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute;

G. the Member fails or refuses to deliver certifications, statements, forms or documents or other materials that may be required by State of Alaska or its agencies or subdivisions in connection with the operation of the Company's business; or

H. there has been a transfer of substantially all of the Member's Interest not in accordance with this Operating Agreement.

13.5 On any purchase and sale made pursuant to this section, a dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 180 days of the date of withdrawal, unless otherwise agreed in writing. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

13.6 The remaining Members and/or Company retain the right to seek all available legal damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

#### **14. BOOK VALUE.**

14.1 The term "Book Value" means the book value, computed in accordance with GAAP, of a Member's Percentage Interest in the Company as of the end of the last full taxable year immediately preceding the year in which the event giving rise to the need for valuation occurred. Notwithstanding anything contained in this Agreement to the contrary, the computation of Book Value shall be subject to the following provisions:

14.1.1 Book Value shall not include any proceeds collected or collectible by the Company under any policy or policies of life or disability insurance insuring the life or disability of a Member, as a result of the death or disability of a Member.

14.1.2 No additional allowance of any kind shall be made for the goodwill, trade names, or any other intangible asset or assets (the "Intangible Assets") of the Company other than the aggregate dollar amount for any of those Intangible Assets appearing on the most recent balance sheet of the Company prior to the date on which Book Value is to be determined.

14.1.3 Reserves for contingent liabilities shall not be treated as a liability for purposes of determining Book Value.

14.1.4 No adjustment shall be made to Book Value as a result of any event occurring subsequent to the date as of which Book Value is to be determined.

14.1.5 Anything contained in this Agreement to the contrary notwithstanding, Book Value shall be calculated for the purposes of this Agreement on an accrual basis even if the Company shall have used a different accounting method for that or any prior period.

14.1.6 Book Value shall be determined by the outside accountants regularly employed by the Company. If no such regularly-employed accountants can be agreed upon by a majority vote of the Membership Interests, then the Manager shall select the appropriate accountants to determine Book Value of the Company.

#### **15. DISSOLUTION, LIQUIDATION, AND TERMINATION.**

15.1 Events Causing Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of any of the following events:

15.1.1 The consent in writing to dissolve and wind up the affairs of the Company by all of the Members;

15.1.2 The sale or other disposition by the Company of all or substantially all of the Company's assets and the collection of all amounts derived from any such sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidences of indebtedness taken by the Company and the satisfaction of contingent liabilities of the Company in connection with such other disposition (unless the Members shall elect to distribute such indebtedness to the Members in liquidation); or

15.1.3 The occurrence of any default that, under the Act, would cause the dissolution of the Company or that would make it unlawful for the business of the Company to be continued.

15.2 Winding Up. Upon the dissolution of the Company, the Manager shall wind up the Company's affairs and satisfy the Company's liabilities. The Manager shall liquidate all of the Company property and assets as quickly as possible consistent with obtaining the full fair market value of said property and assets. During this period, the Manager shall continue to operate the Company, and all of the provisions of this Operating Agreement shall remain in effect. The Manager shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

15.3 Final Distribution. The proceeds from the liquidation of the Company shall be distributed as follows:

15.3.1 First, to creditors, including Members who are creditors, until all of the Company's debts and liabilities are paid and discharged (or provisions are made for payment thereof); and

15.3.2 The balance, if any, to the Members, in proportion to their Percentage Interests as of the date of such distribution, after giving effect to all contributions, distributions, and allocations for all periods.

15.4 Distributions in Kind. In connection with the termination and liquidation of the Company, the Manager shall attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive his or her Percentage Interest of any distribution in kind. Any property or assets distributed in kind upon liquidation of the Company shall be valued on the basis of an independent appraisal or by majority agreement of the Members, and treated as though the property or assets were sold and the cash proceeds distributed.

15.5 No Recourse Against Other Members. The Members shall look solely to the assets of the Company for the return of their investment, and, if the property remaining after the payment or discharge of the debts and liabilities of the

Company is insufficient to return such investment, no Member shall have any recourse against any other Member.

15.6 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, any Member with a deficit in the Member's Capital Account shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

15.7 Articles of Dissolution. On completion of the distribution of Company property and assets as provided herein, the Company is terminated, and the Members (or such other person or persons as the Act may require or permit) shall file articles of dissolution with the appropriate state agency, cancel any other filings made pursuant to the Act, and take such other actions as may be necessary to terminate the Company.

## **16. GENERAL PROVISIONS.**

16.1 Compliance with Act. The Members and the Manager agree not to take any action or fail to take any action which, considered alone or in the aggregate with other actions or events, would result in the termination of the Company under the Act.

16.2 Lawful Purpose. When used throughout this Operating Agreement, the term "lawful purpose" and any similar phrase shall mean any purpose allowed for under the laws of the State of Alaska, irrespective of issues related to federal law or the laws of any other state.

16.3 Additional Actions and Documents. The Members and the Manager agree to take or cause to be taken such further actions, to execute, acknowledge, deliver, and file, or cause to be executed, acknowledged, delivered, and filed, such further documents and instruments, and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested to fully effectuate the purposes, terms, and conditions of this Operating Agreement, whether before, at, or after the closing of the transactions contemplated by this Operating Agreement.

16.4 Notices. Any notice hereunder to any Member or Manager shall be in writing and shall be effective when actually delivered at the address shown for the Members below or at such other address as they may have designated by written notice received by the other parties to this Operating Agreement.

If to: Aaryn Danielle vanVeen Licari  
1305 A Halibut Point Road  
Sitka, Alaska 99835  
Email:

If to: Brian Blankenship  
[INSERT ADDRESS]  
Email:

If to: Nick Goddard  
1206 Halibut Point Road  
Sitka, Alaska 99835  
Email:

16.5 Severability. If a court of competent jurisdiction finds any provision of this Operating Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Operating Agreement in all other respects shall remain valid and enforceable.

16.6 Survival. It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties, and indemnities made in this Operating Agreement shall survive the execution and delivery of this Operating Agreement.

16.7 Waiver. No delay on the part of a Member or the Manager in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise of any other right, power, or remedy.

16.8 Amendments. This Agreement may be amended by a unanimous vote of the Members. No amendment, or waiver of, or consent with respect to, any provision of this Operating Agreement shall be effective unless it shall be in writing and signed and delivered by the Members. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or the Company would otherwise have at law or in equity or otherwise.

16.9 Computations. When any calculation or other accounting computation is to be made for the purpose of this Operating Agreement, that calculation, to the extent applicable and except as otherwise specified in this Operating Agreement, shall be made in accordance with GAAP in effect at the time.

16.10 Binding Effect. Subject to any provisions hereof restricting assignment, this Operating Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors and assigns.

16.11 Limitation on Benefits of this Operating Agreement. Subject to Section 7.1, it is the explicit intention of the Members that no person other than the Members and the Company is or shall be entitled to bring any action to enforce any provision of this Operating Agreement against any Member or the Company, and that the covenants, undertakings, and agreements set forth in this Operating Agreement shall be solely for the benefit of, and shall be enforceable only by, the Members (or their respective successors and assigns as permitted hereunder) and the Company.

16.12 Captions. Section captions used in this Operating Agreement are for convenience only and shall not affect the construction of this Operating Agreement.

16.13 Governing Law. This Operating Agreement is a contract made under and governed by the laws of the State of Alaska. All obligations and rights of the parties stated herein shall be in addition to, and not in limitation of, those provided by applicable law.

16.14 Dispute Resolution. In the event of a dispute arising out of or in connection with this Operating Agreement, the Members will attempt to resolve the dispute through mutual agreement. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska. If the parties cannot agree upon an arbitrator within thirty (30) days of a request for arbitration, then any Member may contact the American Arbitration Association to initiate the proceedings, including for the selection of arbitrators.

16.15 Integration. This Operating Agreement (including the Exhibits hereto) and the Articles of Organization represent the entire agreement between the Members with respect to the transactions contemplated herein, and supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

16.16 Counterparts. This Operating Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Operating Agreement to form one document.

16.17 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to this Operating Agreement, to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

SIGNATURE PAGE FOLLOWS

16.17 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to this Operating Agreement, to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Members have executed this Operating Agreement, effective as of the date first set forth above.



Aaryn Danielle vanVeen Licari

Brian Blankenship



Nick Goddard

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the Members have executed this Operating Agreement, effective as of the date first set forth above.

Aaryn Danielle vanVeen Licari

Brian Blankenship

 5-20-2023

Nick Goddard



**EXHIBIT "A"**

**INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS**

<b>Member</b>	<b>Percent Interest</b>	<b>Capital Contribution</b>
Aaryn Danielle vanVeen Licari	88%	\$40,000.00 cash; Sweat Equity which the Members

## EXHIBIT "A"

### INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS

Member	Percent Interest	Capital Contribution
Aaryn Danielle vanVeen Licari	88%	\$40,000.00 cash; Sweat Equity which the Members value at \$15,000
Brian Blankenship	6%	\$20,000.00 cash
Nick Goddard	6%	\$20,000.00 cash