



November 21, 2019

City & Borough of Sitka

Attn: City & Borough of Sitka

Via Email: [sara.peterson@cityofsitka.org](mailto:sara.peterson@cityofsitka.org)  
[melissa.henshaw@cityofsitka.org](mailto:melissa.henshaw@cityofsitka.org)  
[planning@cityofsitka.org](mailto:planning@cityofsitka.org)  
[brian.hanson@cityofsitka.org](mailto:brian.hanson@cityofsitka.org)

<b>License Number:</b>	19898
<b>License Type:</b>	Retail Marijuana Store
<b>Licensee:</b>	AKO Farms, LLC
<b>Doing Business As:</b>	AKO FARMS, LLC.
<b>Physical Address:</b>	1210 Beardslee Way Sitka, AK 99835
<b>Designated Licensee:</b>	Justin Brown
<b>Phone Number:</b>	907-623-0417
<b>Email Address:</b>	akofarmsllc@gmail.com

**New Application**       **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

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

This application will be in front of the Marijuana Control Board at our January 23-24, 2020 meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Klinkhart". The signature is stylized and cursive.

Glen Klinkhart, Interim Director

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

Department of Commerce, Community, and Economic Development  
**CORPORATIONS, BUSINESS &  
PROFESSIONAL LICENSING**

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## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	AKO Farms, LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10037708

**Status:** Good Standing

**AK Formed Date:** 4/15/2016

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2020 [File Biennial Report](#)

**Entity Mailing Address:** PO BOX 2426, SITKA, AK 99835

**Entity Physical Address:** 1210 BEARDSLEY WAY, SITKA, AK 99835

## Registered Agent

**Agent Name:** Justin Brown

**Registered Mailing Address:** BOX 2426, SITKA, AK 99835

**Registered Physical Address:** 1210 BEARDSLEY WAY, SITKA, AK 99835

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	Justin Brown	Manager, Member	50.00
	Marty & Elizabeth Martin	Member	50.00

## Filed Documents

Date Filed	Type	Filing	Certificate
4/15/2016	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
5/02/2016	Initial Report	<a href="#">Click to View</a>	
10/10/2017	Biennial Report	<a href="#">Click to View</a>	
11/01/2017	Agent Change	<a href="#">Click to View</a>	

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

**Alaska Marijuana Control Board**

**Cover Sheet for Marijuana Establishment Applications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

<b>Licensee:</b>	AKO Farms, LLC				License # 19898
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	AKO FARMS, LLC.				
<b>Physical Address:</b>	1210 Beardslee Way				
<b>City:</b>	Sitka	<b>State:</b>	AK	<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown				
<b>Email Address:</b>	akofarmsllc@gmail.com				

**Section 2 – Attached Items**

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

<b>Attached Items:</b>	
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*OFFICE USE ONLY*

<b>Received Date:</b>		<b>Payment Submitted Y/N:</b>		<b>Transaction #:</b>	
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Department of Commerce, Community, and Economic Development  
**CORPORATIONS, BUSINESS &  
PROFESSIONAL LICENSING**

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Next Biennial Report Due: **1/2/2020**

Entity Mailing Address: **PO BOX 2426, SITKA, AK 99835**

Entity Physical Address: **1210 BEARDSLEY WAY, SITKA, AK 99835**

### Registered Agent

Agent Name: **Justin Brown**

Registered Mailing Address: **BOX 2426, SITKA, AK 99835**

Registered Physical Address: **1210 BEARDSLEY WAY, SITKA, AK 99835**

### Officials

AK Entity #	Name	Titles	Show Former Owned
	Justin Brown	Member, Manager	50
	Marty & Elizabeth Martin	Member	50

**AKO FARMS, LLC  
OPERATING AGREEMENT**

This Agreement is entered into this 15<sup>th</sup> day of April, 2016, by and among JUSTIN BROWN, of 103 Metlakatla Street, Sitka, Alaska 99835, MARTY MARTIN, of PO Box 437, Sitka, Alaska 99835, and ELIZABETH MARTIN, of PO Box 437, Sitka, Alaska 99835.

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

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

**Article I  
Definitions**

The following italicized terms shall have the meaning specified in this *Article I*. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them:

*"Act"* means the Alaska Limited Liability Company Act, as amended from time to time.

*"Adjusted Capital Account Deficit"* means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) the Capital Account shall be credited with the amounts which the Interest Holder is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g)(1) and (i)(5) (i.e., the Interest Holder's share of Minimum Gain and Member Minimum Gain); and

(ii) the Capital Account shall be debited with the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

*"Adjusted Capital Balance"* means, as of any day, an Interest Holder's total Capital Contributions less all amounts actually distributed to the Interest Holder pursuant to *Sections 4.2.3.4.1 and 4.4* hereof. If any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Adjusted Capital Balance of the transferor to the extent the Adjusted Capital Balance relates to the Interest transferred.

*"Affiliate"* means, with respect to any Member, any Person: (i) which owns more than 50% of the voting interests in the Member; or (ii) in which the Member owns more than 50% of

the voting interests; or (iii) in which more than 50% of the voting interests are owned by a Person who has a relationship with the Member described in clause (i) or (ii) above.

“*Agreement*” means this Operating Agreement, as amended from time to time.

“*Capital Account*” means the account to be maintained by the Company for each Interest Holder in accordance with the following provisions:

(i) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (other than liabilities secured by Company property distributed to the Interest Holder), the Interest Holder's allocable share of Profit and any item in the nature of income or gain specially allocated to the Interest Holder pursuant to the provisions of *Article IV* (other than *Section 4.3.3*); and

(ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder (net of liabilities secured by such distributed property that such Interest Holder is considered to assume or take subject to under Section 752 of the Code), the amount of the Interest Holder's individual liabilities that are assumed by the Company (other than liabilities that reduce the amount of any Capital Contribution made by such Interest Holder), the Interest Holder's allocable share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of *Article IV* (other than *Section 4.3.3*).

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. If the book value of Company property is adjusted as provided herein, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

“*Capital Contribution*” means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed by the Company or to which the assets are subject.

“*Capital Proceeds*” means the gross receipts received by the Company from a Capital Transaction.

*"Capital Transaction"* means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds.

*"Cash Flow"* means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the General Manager. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.

*"Code"* means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

*"Company"* means the limited liability company formed in accordance with this Agreement.

*"Department"* means the Department of Commerce and Economic Development.

*"General Manager"* means the Person or his successor.

*"Interest"* means a Person's share of the profits and losses of, and the right to receive distributions from, the Company.

*"Interest Holder"* means any Person who holds an Interest, whether as a Member or an unadmitted assignee of a Member.

*"Involuntary Withdrawal"* of a Member shall mean the death, retirement, resignation, expulsion or bankruptcy of such Member and any other event which terminates the continued membership of such Member in the Company.

*"Member"* means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

*"Member Minimum Gain"* has the meaning and shall be determined as set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain".

*"Member Nonrecourse Deductions"* has the meaning and shall be determined as set forth in Regulation Section 1.704-2(i) for "partner nonrecourse deductions".

*"Minimum Gain"* has the meaning and shall be determined as set forth in Regulation Sections 1.704-2(b)(2) and 1.704-2(d) for "partnership minimum gain".

*"Membership Rights"* means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

*"Negative Capital Account"* means a Capital Account with a balance of less than zero.

*"Nonrecourse Deductions"* has the meaning set forth in Regulation Section 1.704-2(b)(1).

*"Nonrecourse Liability"* has the meaning set forth in Regulation Sections 1.704-2(b)(3) and 1.752-1(a)(2).

*"Percentage"* means, as to a Member, the percentage set forth after the Member's name on *Exhibit A*, as amended from time to time, and as to an Interest Holder who is not a Member, the Percentage of the Member whose Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Interest.

*"Person"* means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

*"Positive Capital Account"* means a Capital Account with a balance of zero or greater.

*"Profit"* and *"Loss"* means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Section 703(a) of the Code, with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included; and

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included; and

(iii) any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted; and

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation or amortization computed for book purposes; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to *Section 4.3* hereof shall not be taken into account.

“*Regulation*” or “*Regulations*” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“*Transfer*” means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

## **Article II Organization and Purpose**

2.1 *Organization.* The parties shall organize a limited liability company pursuant to the Act and the provisions of this Agreement.

2.2. *Name of the Company.* The name of the Company shall be “AKO Farms, LLC”. The Company may do business under that name and under any other name or names which the General Manager selects. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file an assumed business name as required by law.

2.3. *Purpose.* The Company is organized to conduct any or all lawful affairs for which an LLC may be organized under AS 10.50. The Company may do any and all things necessary, convenient, or incidental to that purpose.

2.4. *Term.* The term of the Company shall begin upon the acceptance of the Articles of Organization by the Department and shall be perpetual, unless its existence is sooner terminated pursuant to *Article VII* of this Agreement or the mandatory provisions of the Act.

2.5. *Principal Office.* The principal office of the Company in the State of Alaska shall be located at 713-B Sawmill Creek Road, Sitka, Alaska 99835, or at any other place within the State of Alaska that the General Manager selects.

2.6. *Registered Agent.* The name and address of the Company's registered agent in the State of Alaska shall be Justin Brown, 103 Metlakatla Street, Sitka, Alaska 99835.

2.7. *Members.* The name, present mailing address, taxpayer identification number, and Percentage of each Member are set forth on *Exhibit A*.

### **Article III Capital**

3.1. *Initial Capital Contributions.* Upon the execution of this Agreement, the Members shall contribute to the Company cash in the amounts or assets with the value set forth on *Exhibit A*. The amount of the initial contribution of each Member shall be recorded by the General Manager as a contribution to the capital of the Company.

3.2. *No Additional Capital Contributions Required.* No Member shall be obligated, nor shall any Member have a right, to contribute any additional capital to the Company, other than as specified in *Exhibit A*, and no Member shall have any personal liability for any obligation of the Company.

3.3. *No Interest on Capital Contributions.* Interest Holders shall not be paid interest on their Capital Contributions.

3.4. *Return of Capital Contributions.* Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive any return of any Capital Contribution.

3.5. *Form of Return of Capital.* If an Interest Holder is entitled to receive a return of a Capital Contribution, the Interest Holder shall not have the right to receive anything but cash in return of the Interest Holder's Capital Contribution.

3.6. *Capital Accounts.* A separate Capital Account shall be maintained for each Interest Holder.

### **Article IV Allocations and Distributions**

4.1. *Allocation of Profit or Loss and Distributions of Cash Flow.*

4.1.1. *Profit or Loss Other Than from a Capital Transaction.* After giving effect to the special allocations set forth in *Section 4.3*, for any taxable year of the Company, Profit or Loss (other than Profit or Loss resulting from a Capital Transaction, which Profit or Loss shall be allocated in accordance with the provisions of *Sections 4.2.1* and *4.2.2*) shall be allocated to the Interest Holders in proportion to their Percentages.

4.1.2. *Cash Flow.* Cash Flow for each taxable year of the Company shall be distributed to the Interest Holders in proportion to their Percentages no later than seventy-five (75) days after the end of the taxable year.

4.2. *Allocation of Profit or Loss from a Capital Transaction.*

4.2.1. *Profit.* After giving effect to the special allocations set forth in *Section 4.3*, Profit from a Capital Transaction shall be allocated as follows:

4.2.1.1. If one or more Interest Holders has a Negative Capital Account, to those Interest Holders, in proportion to their Negative Capital Accounts, until all Negative Capital Accounts have been reduced to zero.

4.2.1.2. Any Profit not allocated pursuant to *Section 4.2.1.1* shall be allocated to the Interest Holders in proportion to, and to the extent of, the amounts distributed or distributable to them pursuant to *Section 4.2.3.4.3*.

4.2.1.3. Any Profit in excess of the foregoing allocations shall be allocated to the Interest Holders in proportion to their Percentages.

4.2.2. *Loss.* After giving effect to the special allocations set forth in *Section 4.3*, Loss from a Capital Transaction shall be allocated as follows:

4.2.2.1. If one or more Interest Holders has a Positive Capital Account, to those Interest Holders, in proportion to their Positive Capital Accounts, until all Positive Capital Accounts have been reduced to zero.

4.2.2.2. Any Loss not allocated to reduce Positive Capital Accounts to zero pursuant to *Section 4.2.2.1* shall be allocated to the Interest Holders in proportion to their Percentages.

4.2.3. *Capital Proceeds.* Capital Proceeds shall be distributed and applied by the Company in the following order and priority:

4.2.3.1. to the payment of all expenses of the Company incident to the Capital Transaction; then

4.2.3.2. to the payment of debts and liabilities of the Company then due and outstanding (including all debts due to any Interest Holder); then

4.2.3.3. to the establishment of any reserves which the General Manager deems necessary for liabilities or obligations of the Company; then

4.2.3.4. the balance shall be distributed as follows:

4.2.3.4.1. to the Interest Holders in proportion to their Adjusted Capital Balances, until their remaining Adjusted Capital Balances have been paid in full;

4.2.3.4.2. if any Interest Holder has a Positive Capital Account after the distributions made pursuant to *Section* 4.2.3.4.1 and before any further allocation of Profit pursuant to *Section* 4.2.1.3, to those Interest Holders in proportion to their Positive Capital Accounts; then

4.2.3.4.3. the balance, to the Interest Holders in proportion to their Percentages.

4.3. *Regulatory Allocations.* The allocations set forth in *Sections* 4.3.1 and 4.3.2 are included to comply with the requirements of the Regulations. If allocations under such provisions are different from the allocations which would be made under *Section* 4.1 or 4.2, as appropriate, then the General Manager shall make appropriate allocations, consistent with the Regulations, so that the net allocations are, as much as possible, consistent with those under *Sections* 4.1 and 4.2.

4.3.1. *Qualified Income Offset.* No Interest Holder shall be allocated Losses or deductions if the allocation causes the Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder unexpectedly receives any adjustments, allocations, or distributions described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) which results in or increases an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company for that taxable year shall be allocated to that Interest Holder, before any other allocation pursuant to this *Article IV* (other than those pursuant to *Sections* 4.3.2.1 and 4.3.2.2), in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. This *Section 4.3.1* is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulation Section 1.704-1(b)(2)(ii)(d) and all other Regulation Sections relating thereto.

4.3.2. *Minimum Gain.*

4.3.2.1. *Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f), if, during any taxable year, there is a net decrease in Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this *Article V*, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of items of gross income and gain pursuant to this *Section 4.3.2.1* shall be made as described in Regulation Sections 1.704-2(f) and (j). This *Section 4.3.2.1* is intended to comply with, and shall be interpreted consistently with, the "minimum gain chargeback" provisions of Regulation Section 1.704-2(f) and all other Regulation Sections relating thereto.

4.3.2.2. *Member Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(i)(4), if, during any taxable year, there is a net decrease in Member Minimum Gain, each Interest Holder with a share of that Member Minimum Gain as of the beginning of such year, prior to any other allocation pursuant to this *Article V*, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Member Minimum Gain, computed in accordance with Regulation Section 1.704-2(i)(4). Allocations of items of gross income and gain pursuant to this *Section 4.3.2.2* shall be made as described in Regulation Sections 1.704-2(i)(4) and (j). This *Section 4.3.2.2* is intended to comply with, and shall be interpreted consistently with, the "minimum gain chargeback" provisions of Regulation Section 1.704-2(i)(4) and all other Regulation Sections relating thereto.

4.3.3. *Contributed Property and Book-ups.* To the extent permitted or required by Section 704(c) of the Code and the Regulations thereunder, Regulation Section 1.704-1(b)(2)(iv)(d)(3) and Regulation Section 1-704-1(b)(2)(iv)(f), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution) under the rules of Regulation Section 704-3(b)(1). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Section 704(c) of the Code and the Regulations thereunder.

4.3.4. *Election under Section 754 of the Code.* To the extent an adjustment to the tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.3.5. *Nonrecourse Deductions.* Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Interest Holders in proportion to their Percentages.

4.3.6. *Member Nonrecourse Deductions.* Any Member Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the liability to which the Member Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(i).

4.3.7. *Guaranteed Payments.* To the extent any compensation paid to any Member by the Company, is determined by the Internal Revenue Service not to be a guaranteed payment under Section 707(c) of the Code or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Section 707(a) of the Code, the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to treat the payment of that compensation as a distribution.

4.3.8. *Recapture.* In making any allocation among the Members of income or gain from the sale or other disposition of a Company asset, the ordinary income portion, if any, of such income and gain resulting from the recapture of cost recovery or other deductions shall be allocated among those Members who were previously allocated (or whose predecessors-in-interest were previously allocated) the cost recovery deductions or other deductions resulting in the recapture items, in proportion to the amount of such cost recovery deductions or other deductions previously allocated to them.

4.3.9. *Withholding.* All amounts required to be withheld pursuant to Section 1446 of the Code or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement.

4.3.10. *Other Allocations.* All items of Company income, gain, loss, deduction and credit the allocation of which is not otherwise provided for in this Agreement, including allocation of such items for tax purposes, shall be allocated among the Members in the same proportions as they share Profits or Losses for the taxable year pursuant to this *Article IV*.

#### 4.4. *Liquidation and Dissolution.*

4.4.1. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to *Sections 4.1* or *4.2*.

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

#### 4.5. *General.*

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the General Manager.

4.5.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest

Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the General Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in *Section 4.2* and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to *Section 4.4*.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, to the extent permitted under Section 706 of the Code the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary nonrecurring items of the Company.

4.5.4. The General Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this *Article IV* to comply with the Code and the Regulations promulgated under Section 704(b) of the Code; provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

## **Article V Management**

### *5.1. General Manager.*

5.1.1. *In General.* The business and affairs of the Company shall be managed by the General Manager. Except as otherwise expressly provided in this Agreement, the General Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

5.1.2. *Specific Powers.* Without limiting the generality of the foregoing, the General Manager shall have the power and authority, on behalf of the Company, to:

5.1.2.1. Acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. Construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;

5.1.2.3. Except as provided in *Section 5.1.3.6*, sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business;

5.1.2.4. Enter into agreements and contracts and to give receipts, releases and discharges;

5.1.2.5. Purchase liability and other insurance to protect the Company's properties and business;

5.1.2.6. Borrow money for and on behalf of the Company, and, in connection therewith, execute and deliver instruments to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the sums borrowed;

5.1.2.7. Execute or modify leases with respect to any part or all of the assets of the Company;

5.1.2.8. Prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust which may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or deeds of trust;

5.1.2.9. Execute any and all other instruments and documents which may be necessary or in the opinion of the General Manager desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

5.1.2.10. Make any and all expenditures which the General Manager, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the Company;

5.1.2.11. Enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

5.1.2.12. Invest and reinvest Company reserves in short-term instruments or money market funds; and

5.1.2.13. Employ accountants, legal counsel, agents, and other experts to perform services for the Company.

5.1.3. *Extraordinary Transactions.* Notwithstanding anything to the contrary in this Agreement, the General Manager shall not undertake any of the following without the approval of the Members:

- 5.1.3.1. Any Capital Transaction;
- 5.1.3.2. The Company's lending more than \$5,000.00 of its money on any one occasion;
- 5.1.3.3. The admission of additional Members to the Company;
- 5.1.3.4. The Company's engaging in business in any jurisdiction which does not provide for the registration of limited liability companies;
- 5.1.3.5. Discontinuance of the Company's business;
- 5.1.3.6. 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;
- 5.1.3.7. Any merger, reorganization or recapitalization of the Company;
- 5.1.3.8. Any borrowings by the Company in excess of \$5,000.00;
- 5.1.3.9. Any contract which would require the Company to expend more than \$5,000.00 and the adoption of any profit sharing, bonus, pension or similar plan;
- 5.1.3.10. Settlement or confession of judgment in any legal matter;
- 5.1.3.11. Transactions with Affiliates [or family members] of the General Manager;
- 5.1.3.12. Taking or effecting any action that would render the Company bankrupt or insolvent or, except as expressly provided in this Agreement, cause the termination, dissolution, liquidation or winding-up of the Company; and
- 5.1.3.13. Such other matters and decisions as the Members may from time to time designate.

5.1.4. *Removal of General Manager.* The General Manager may only be removed under the following procedure. If any one or more of the following events occurs, the Members may remove the General Manager, and elect a new General Manager:

5.1.4.1. The General Manager's willful or intentional violation or reckless disregard of the General Manager's duties to the Company; or

5.1.4.2. The General Manager's Involuntary Withdrawal.

The determination of whether one or more of such events exist shall be made by those Members holding a majority of the Percentages then held by Members and shall be final, binding, and not reviewable unless the decision was based on a material mistake of fact or law or was arbitrary and capricious. The General Manager may not be removed for any other reasons or under any other procedure.

5.2. *Meetings of and Voting by Members.*

5.2.1. A meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place in Sitka, Alaska. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of a majority of the Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney-in-fact.

5.2.2. Except as otherwise provided in this Agreement, the affirmative vote of a majority of the Members shall be required to approve any matter coming before the Members.

5.2.3. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding a majority of the Percentages then held by Members.

5.3. *Personal Service.*

5.3.1. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the General Manager, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.

5.3.2. Unless approved by a majority of the Members, the General Manager shall not be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof, the General Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

5.4. *Limitation of Liability and Independent Activities.*

5.4.1. *Limitation of Liability.* Neither the Members nor the Managers (nor any of their Affiliates) shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any act or omission by any such Person (which shall include any applicable entity) performed in good faith pursuant to the authority granted to such Person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such Person to be within the scope of the authority granted to such Person and in the best interest of the Company; provided, however, that such Person shall retain liability for acts or omissions that involve intentional misconduct, a knowing violation of the law, a violation of AS 10.50.320 (in the case of Members only) or for any transaction from which the Person will personally receive a benefit in money, property, or services to which the person is not legally entitled.

5.4.2. *Independent Activities.* Any Member may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, without limitation, the ownership, financing, management, employment by, lending or otherwise participating in businesses that are similar to the business of the Company, and neither the Company nor the other Members shall have any right by virtue of this Agreement in and to such independent ventures as to the income or profits therefrom and shall not be liable for a breach of duty of loyalty or any other duty.

5.5. *Indemnification*

5.5.1. *Indemnification.* (i) To the fullest extent permitted by applicable law, a Member, the General Manager and each director, officer, partner, employee or agent thereof ("Covered Person") shall be entitled to indemnification from the Company for any loss, damage, or claim incurred by such Covered Person by reason or any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that non Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence, bad faith, or willful misconduct with respect to such act or omissions; *provided, however*, that any indemnity under this Section 5.5.1 shall be provided out of and to the extent of Company assets only, and no other Covered Person shall have any personal liability on account thereof.

5.5.2. *Notice.* In the event that any claim, demand, action, suit or proceeding shall be instituted or asserted or any loss, damage or claim shall arise in respect of which

indemnity may be sought by a Covered Person pursuant to *Section 5.5.1(i)*, such Covered Person shall promptly notify the Company thereof in writing. Failure to provide notice shall not affect the Company's obligations hereunder except to the extent the Company is actually prejudiced thereby.

5.5.3. *Contest.* The Company shall have the right, exercisable subject to the approval of the disinterested Covered Persons, to participate in and control the defense of any such claim, demand, action, suit or proceeding, and in connection therewith, to retain counsel reasonably satisfactory to each Covered Person, at the Company's expense, to represent each Covered Person and any others the Company may designate in such claim, demand, action, suit or proceeding. The Company shall keep the Covered Person advised of the status of such claim, demand, action, suit or proceeding and the defense thereof and shall consider in good faith recommendations made by the Covered Person with respect thereto.

## **Article VI Admissions and Transfers**

6.1. *Transfers.* No Person may Transfer all or any portion of or any interest or rights in the Person's Membership Rights or Interest unless the following conditions ("Conditions of Transfer") are satisfied:

6.1.1. The Transfer will not require registration of Interests or Membership Rights under any federal or state securities laws;

6.1.2. The transferee delivers to the Company a written agreement to be bound by all the terms of this Agreement;

6.1.3. The Transfer will not result in the termination of the Company pursuant to Code Section 708;

6.1.4. The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

6.1.5. The transferor or the transferee delivers the following information to the Company: (i) the transferee's taxpayer identification number, and (ii) the transferee's initial tax basis in the Transferred Interest; and

6.1.6. The transferor obtains, at the transferor's expense, and delivers to the Company, an opinion of legal counsel acceptable to the Company, confirming that the Conditions of Transfer have been satisfied.

6.2. If the Conditions of Transfer are satisfied, then a Member or Interest Holder may Transfer all or any portion of that Person's Interest. The Transfer of an Interest pursuant to this *Article IX* shall not result, however, in the Transfer of any of the transferor's other Membership Rights, if any, and the transferee of the Interest shall have no right to: (i) become a Member, or (ii) exercise any Membership Rights other than those specifically pertaining to the ownership of an Interest.

6.3. Each Member hereby acknowledges the reasonableness of the prohibition contained in this *Article VI* in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Interests in violation of the prohibition contained in this *Article VI* shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Rights are attempted to be transferred in violation of this *Article* shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Rights.

6.4. *Admission of Transferee as Member.* Notwithstanding anything contained herein to the contrary, the transferee of all or any portion of or any interest or rights in any Membership Rights or Interest shall not be entitled to become a Member or exercise any rights of a Member. The transferee shall be entitled to receive, to the extent transferred, only the distributions to which the transferor would be entitled, and the transferee shall not be admitted as a Member unless the Members unanimously consent.

## **Article VII Dissolution and Liquidation**

7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

7.1.1. when the period fixed for its duration in *Section 2.4* has expired;

7.1.2. upon the unanimous written agreement of the Members; or

7.1.3. upon the death, retirement, resignation, expulsion, or bankruptcy of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, unless the remaining Members, within ninety (90) days after the event or occurrence, unanimously elect to continue the business of the Company pursuant to the terms of this Agreement.

7.2. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the General Manager shall wind up its affairs. On winding up of the Company, the assets of the

Company shall be distributed, first, to creditors of the Company, including Members who are creditors, in satisfaction of the liabilities of the Company, and then, amounts in excess of any reserves deemed reasonably necessary by the General Manager to pay all of the Company's claims and obligations shall be distributed to the Interest Holders in accordance with *Section 4.2.3.4* of this Agreement.

7.3. *Termination.* The General Manager shall comply with any requirements of applicable Law pertaining to the winding up of the affairs of the Company and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

### **Article VIII Books, Records, and Accounting**

8.1. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The General Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. *Books and Records.*

8.2.1. The General Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, but not be limited to, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Articles of Organization and this Agreement and all amendments thereto, a current list of the names and last known business, residence, or mailing addresses of all Members; and the Company's federal, state, and local tax returns.

8.2.2. The books and records shall be maintained in accordance with sound accounting practices consistently applied and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

8.2.3. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

8.3. *Annual Accounting Period.* The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the General Manager, subject to the requirements and limitations of the Code.

#### 8.4. *Reports*

8.4.1. *Biennial Report.* The Members shall file a biennial report as required by the Department.

8.4.2. *Reports to Members.* Within seventy-five (75) days after the end of each taxable year of the Company, the General Manager shall cause to be sent to each Person who was a Member at any time during the taxable year then ended: (i) an annual compilation report, prepared by the Company's independent accountants in accordance with standards issued by the American Institute of Certified Public Accountants; and (ii) a report summarizing the fees and other remuneration paid by the Company to any Member, the General Manager, or any Affiliate in respect of the taxable year. In addition, within seventy-five (75) days after the end of each taxable year of the Company, the General Manager shall cause to be sent to each Person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the General Manager shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

8.5. *Tax Matters Member.* The General Manager shall be the Company's tax matters partner ("Tax Matters Member"). 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.

8.6. *Tax Elections.* The General 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 General Manager's sole and absolute discretion.

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

**Article IX**  
**Amendments; General Provisions**

9.1. *Assurances.* Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the General Manager deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. *Notifications.* Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company shall be given by the General Manager. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; thereafter, notices are to be directed to those substitute addresses or addressees.

9.3. *Specific Performance.* The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to remedy the injury fully. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act that would constitute a breach or (ii) compelling the performance of any obligation that, if not performed, would constitute a breach.

9.4. *Complete Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

9.5. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Alaska.

9.6. *Section Titles.* The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7. *Binding Provisions.* This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8. *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for Alaska or any Alaska State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.9. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

9.10. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11. *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.12. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by the General Manager, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof. If the certificate is not received within that ten (10) day period, the General Manager shall execute and deliver the certificate on behalf of the requested Member.

9.13. *Amendment.* This Agreement may be amended by a vote of the members holding 100% of the capital accounts of all of the Members, *provided however* that no amendment which materially reduces the distributions which may be made to a Member (or changes the Profit or Loss allocation to such Member) may be made without such Member's consent.

9.14. *Consents.* Unless otherwise explicitly provided for herein, any and all consents, agreements or approvals provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the Company.

9.15. *Legends.* If certificates for any Interest or Interests are issued that evidence a Member's Interest, each such certificate shall bear such legends as may be required by applicable federal and state laws, or as may be deemed necessary or appropriate by the General Manager to reflect restrictions upon transfer contemplated herein.

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

4 15 2016  
Date

[Signature]  
Justin Brown

4/15/2016  
Date

[Signature]  
Marty Martin

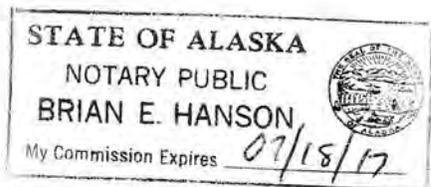
4/15/2016  
Date

[Signature]  
Elizabeth Martin

STATE OF ALASKA )  
FIRST JUDICIAL DISTRICT ) ss:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2016, by JUSTIN BROWN.

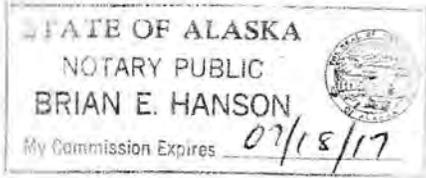
[Signature]  
Notary Public in and for Alaska  
My commission expires: 07/18/17



STATE OF ALASKA  
FIRST JUDICIAL DISTRICT

)  
) ss:  
)

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2016, by MARTY MARTIN.

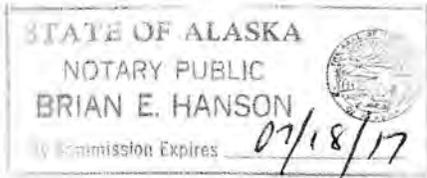


Brian E. Hanson  
Notary Public in and for Alaska  
My commission expires: 07/18/17

STATE OF ALASKA  
FIRST JUDICIAL DISTRICT

)  
) ss:  
)

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2016, by ELIZABETH MARTIN.



Brian E. Hanson  
Notary Public in and for Alaska  
My commission expires: 07/18/17

**EXHIBIT A  
AKO Farms, LLC  
Members  
04/15/16**

<u>Member / Address</u>	<u>Capital Contribution</u>	<u>Percent Ownership Interest</u>
Justin Brown 103 Metlakatla Street Sitka, Alaska 99835	\$500.00	50%
Marty Martin PO Box 437 Sitka, Alaska 99835	\$250.00	25%
Elizabeth Martin PO Box 437 Sitka, Alaska 99835	\$250.00	25%



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

**Alaska Marijuana Control Board**

**Cover Sheet for Marijuana Establishment Applications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

<b>Licensee:</b>	AKO Farms, LLC	<b>License Number:</b>	19898
<b>License Type:</b>	Retail Marijuana Store		
<b>Doing Business As:</b>	AKO FARMS, LLC.		
<b>Physical Address:</b>	1210 Beardslee Way		
<b>City:</b>	Sitka	<b>State:</b>	AK
		<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown		
<b>Email Address:</b>	akofarmsllc@gmail.com		

**Section 2 – Attached Items**

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

<b>Attached Items:</b>	<p>FOOD AND SAFETY PERMIT APPLICATION</p>
------------------------	---

*OFFICE USE ONLY*

<b>Received Date:</b>		<b>Payment Submitted Y/N:</b>		<b>Transaction #:</b>	
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# Application for Food Establishment Permit

Alaska Department of Environmental Conservation  
Division of Environmental Health  
Food Safety and Sanitation Program



Permit ID: \_\_\_\_\_

## Section 1- GENERAL INFORMATION (All applicants complete entire section – please print).

Purpose (check one)  New  Information Change  Extensive Remodel  Change of owner/operator  Reactivate

Name of Entity or Owner Responsible for Food Service

AK Business License #

AKC FARMS

Owner/Business Information

Business/Corporate Mailing Address

City

State

Zip

PO BOX 2426

SITKA

AK

99835

Business/Corporate Phone

Email

907 623 0417

AKOFARMS@icloud.com

Owner/Corporate Officer(s) & Title(s) or Responsible Party

Fax

JUSTIN BROON - MANAGER KIMBERLY MONTANA

Type of Entity  Individual

Partnership

Corporation

Other:

Establishment Information

Establishment Name

Physical Location

Nearest Community

AKC FARMS

1210 Beardslee Way

Establishment Mailing Address

City

State

Zip

PO BOX 2426

SITKA

AK

99835

Establishment Phone

Fax

Contact Person

907 623 0417

Establishment Physical Address

City

State

Zip

1210 Beardslee Way

SITKA

AK

99835

SEATING: (Food Service Only)  N/A

25 or less

26-100

> 101

TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

Marijuana Retail Store

## SECTION 2 – NEW OR EXTENSIVELY REMODELED FACILITIES

a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process our application. Have you attached the Plan Review Application?  Yes  No

## SECTION 3 – COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

### FOOD SERVICE ESTABLISHMENTS

a. A copy of your menu will be required. Have you attached a copy of the proposed menu?  Yes  No

b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve:

Wild Mushrooms

Unpasteurized juices

Farmed halibut, salmon, or sablefish

Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.

c. Methods of food preparation (check the one that most closely describes the establishment):

Assembly of Ready to Eat Foods

Cook and Serve

Hot or cold Service for 2 hours or more is done

Complex Preparation 1 day or more in advance, cooling and reheating is done.

d. Style of Service:  Counter Service

Self Service (i.e. buffet line, salad bar)

Table Service

Other:

e. Do you plan to operate as a caterer?  Yes  No

If yes, list all the equipment used to protect food from contamination and maintain product temperature during:

Transportation:

Hot or Cold Holding:

RECEIVED

# 19898

AUG 16 2019

Permit ID(s) \_\_\_\_\_ Establishment Name(s) \_\_\_\_\_

f. Will your food establishment be a kiosk or mobile unit?  Yes  No

Are employee toilets available within 200 feet?  Yes  No  
*If you have an agreement with another business to use their restrooms, please attach written verification.*

Portable water tanks, plumbing, and hoses are NSF or FDA approved components?  Yes  No

If you have a kiosk, is it located outside of a building?  Yes  No

Will you have a service provide water or remove wastewater?  Yes  No  
*If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.*

g. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement.  Yes  No

**FOOD PROCESSORS**

a. A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced?  Yes  No

b. Describe who you will be distributing your product to (i.e. grocery stores, etc):  
*It will be sold at a table - marijuana products from Retail store*

c. Will you be doing any of the following processes? Check all that apply.

<input type="checkbox"/> Reduced Oxygen Packaging	<input type="checkbox"/> Smoking	<input type="checkbox"/> Other:
<input type="checkbox"/> Low Acid Canned Foods	<input type="checkbox"/> Curing	
<input type="checkbox"/> Shelf Stable Acidified Foods	<input type="checkbox"/> Dehydrating	

*Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.*

d. Do you have a HACCP Plan?  Yes  No  N/A  
*Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.*

e. You are required to have a product coding system and a recall plan. Have you attached a copy of the coding system and recall procedures?  Yes  No

**MOBILE RETAIL VENDOR SELLING SEAFOOD**

a. A list of products that you will be selling is required. Have you attached a copy of the list of products?  Yes  No

b. Provide names of suppliers where you will be purchasing your product:

c. Will **all** of your product be prepackaged?  Yes  No

d. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement.  Yes  No

**MACHINES VENDING POTENTIALLY HAZARDOUS FOODS**

a. Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine?  Yes  No

**SECTION 4 - Food Managers Certification/Alaska Safe Food Worker Card**

a. Have you attached a copy of a Food Manager's Certification?  Yes  No  N/A  
*The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.*

b. Does everyone who works or will work at the food establishment have a Food Worker Card?  Yes  No  N/A  
*An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.*

**I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.**

Applicant's Signature *Elizabeth Martin* Date *9-16-19*

Applicant's Printed Name *ELIZABETH MARTIN* Title *Owner*



# Application for Food Establishment Permit

Alaska Department of Environmental Conservation  
Division of Environmental Health  
Food Safety and Sanitation Program



Permit ID: \_\_\_\_\_

## Section 1- GENERAL INFORMATION (All applicants complete entire section – please print).

Purpose (check one)  New  Information Change  Extensive Remodel  Change of owner/operator  Reactivate

Owner/Business Information	Name of Entity or Owner Responsible for Food Service <b>AKO FARMS</b>		AK Business License #	
	Business/Corporate Mailing Address <b>P.O. Box 2426</b>		City <b>SITKA</b>	State <b>AK</b>
	Business/Corporate Phone <b>907 623 0417</b>		Email <b>IAKOFARMSLCC@gmail.com</b>	
	Owners or Corporate Officer(s) & Title(s) or Responsible Party <b>JUSTIN BROWN - Marty; ELIZABETH MARTIN</b>		Fax	
Type of Entity <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other:				

Establishment Information	Establishment Name <b>AKO FARMS</b>		Physical Location <b>1210 Beardlee Way</b>		Nearest Community	
	Establishment Mailing Address <b>PO BOX 2426</b>		City <b>SITKA</b>	State <b>AK</b>	Zip <b>99835</b>	
	Establishment Phone <b>907 623 0417</b>		Fax		Contact Person	
	Establishment Physical Address <b>1210 Beardlee Way</b>		City <b>SITKA</b>	State <b>AK</b>	Zip <b>99835</b>	

SEATING: (Food Service Only)  N/A  25 or less  26-100  > 101

TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

**Marijuana Retail Store**

## SECTION 2 – NEW OR EXTENSIVELY REMODELED FACILITIES

a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process our application. Have you attached the Plan Review Application?  Yes  No

## SECTION 3 – COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

### FOOD SERVICE ESTABLISHMENTS

a. A copy of your menu will be required. Have you attached a copy of the proposed menu?  Yes  No

b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve:  
 Wild Mushrooms  Unpasteurized juices  Farmed halibut, salmon, or sablefish  
 Raw/undercooked animal foods such as beef, shellfish, lamb, pork, poultry, seafood, and shellfish.

c. Methods of food preparation (check the one that most closely describes the establishment):  
 Assembly of Ready to Eat Foods  Cook and Serve  
 Hot or cold Service for 2 hours or more is done  
 Complex Preparation 1 day or more in advance, cool and reheat is done.

d. Style of Service:  Counter Service  Self Service (i.e. buffet line, salad bar)  Table Service  
 Other:

e. Do you plan to operate as a caterer?  Yes  No  
If yes, list all the equipment used to protect food from contamination and maintain product temperature during:  
Transportation: \_\_\_\_\_ Hot or Cold Holding: \_\_\_\_\_

**RECEIVED**

**AUG 1 2011**

State of Alaska DEC  
Food Safety Program

Permit ID(s)

Establishment Name(s)

f. Will your food establishment be a kiosk or mobile unit?  Yes  No

Are employee toilets available within 200 feet?  Yes  No  
*If you have an agreement with another business to use their restrooms, please attach written verification.*

Portable water tanks, plumbing, and hoses are NSF or FDA approved components?  Yes  No

If you have a kiosk, is it located outside of a building?  Yes  No

Will you have a service provide water or remove wastewater?  Yes  No  
*If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.*

g. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement.  Yes  No

**FOOD PROCESSORS**

a. A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced?  Yes  No

b. Describe who you will be distributing your product to (i.e. grocery stores, etc):  
*We will sale eatable marijuana products from Retail store*

c. Will you be doing any of the following processes? Check all that apply.

Reduced Oxygen Packaging       Smoking       Other:

Low Acid Canned Foods       Curing

Shelf Stable Acidified Foods       Dehydrating

*Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.*

d. Do you have a HACCP Plan?  Yes  No  N/A  
*Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.*

e. You are required to have a product coding system and a recall plan. Have you attached a copy of the coding system and recall procedures?  Yes  No

**MOBILE RETAIL VENDOR SELLING SEAFOOD**

a. A list of products that you will be selling is required. Have you attached a copy of the list of products?  Yes  No

b. Provide names of suppliers where you will be purchasing your product:

c. Will **all** of your product be prepackaged?  Yes  No

d. Will another permitted food establishment (commissary) provide support to your facility? If yes, attach a copy of the Commissary Agreement.  Yes  No

**MACHINES VENDING POTENTIALLY HAZARDOUS FOODS**

a. Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine?  Yes  No

**SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card**

a. Have you attached a copy of a Food Manager's Certification?  Yes  No  N/A  
*The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.*

b. Does everyone who works or will work at the food establishment have a Food Worker Card?  Yes  No  N/A  
*An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.*

**I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.**

Applicant's Signature *Elizabeth Martin* Date *9.16.19*

Applicant's Printed Name *ELIZABETH MARTIN* Title *owner*



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

**Alaska Marijuana Control Board**

**Cover Sheet for Marijuana Establishment Applications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

<b>Licensee:</b>	AKO Farms, LLC	<b>License Number:</b>	19898		
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	AKO FARMS, LLC.				
<b>Physical Address:</b>	1210 Beardslee Way				
<b>City:</b>	Sitka	<b>State:</b>	AK	<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown				
<b>Email Address:</b>	akofarmsllc@gmail.com				

**Section 2 – Attached Items**

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

<b>Attached Items:</b>	<p>Mj - 00 - 3 sets -</p>
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*OFFICE USE ONLY*

<b>Received Date:</b>		<b>Payment Submitted Y/N:</b>		<b>Transaction #:</b>	
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**Alaska Marijuana Control Board**

**Form MJ-00: Application Certifications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

Licensee:	AKO FARMS LLC	License Number:	19898
License Type:	Marijuana Retail Store		
Doing Business As:	AKO FARMS LLC		
Premises Address:	1210 Beardslee Way		
City:	Sitka	State:	AK
		ZIP:	99835

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	Elizabeth Martin
Title:	owner

**Section 3 – Other Licenses**

**Ownership and financial interest in other licenses:**

Yes No

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

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

cultivation 12253	<i>plan to own</i>	#19898
concentrate 16767		



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Section 4 - Certifications

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

Initials

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

[Handwritten initials in box]

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

[Handwritten initials in box]

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

[Handwritten initials in box]

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.

[Handwritten initials in box]

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.

[Handwritten initials in box]

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.

[Handwritten initials in box]

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).

[Handwritten initials in box]

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

[Handwritten initials in box]

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.

[Handwritten initials in box]

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.

[Handwritten initials in box]

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.

[Handwritten initials in box]



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.

*[Handwritten initials]*

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.

*[Handwritten initials]*

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:

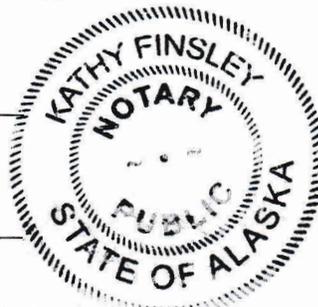
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

*[Handwritten initials]*

All marijuana establishment license applicants:

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

*Elizabeth Martini*  
Signature of licensee



*Kathy Finsley*  
Notary Public in and for the State of Alaska

ELIZABETH MARTINI  
Printed name of licensee

My commission expires: 02/25/23

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 20 19.



Alaska Marijuana Control Board

# Form MJ-00: Application Certifications

### What is this form?

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

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

## Section 1 – Establishment Information

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

Licensee:	AKO FARMS LLC	License Number:	19898
License Type:	Marijuana Retail Store		
Doing Business As:	AKO FARMS LLC		
Premises Address:	1210 Beardslee Way		
City:	Sitka	State:	AK
		ZIP:	99835

## Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Justin Brown
Title:	owner

## Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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



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

cultivation 12253  
 concentrate 16767  
 plan to own 19898



Alaska Marijuana Control Board

# Form MJ-00: Application Certifications

## Section 4 – Certifications

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

Initials

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

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

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

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

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

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

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

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

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

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

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



## Alaska Marijuana Control Board Form MJ-00: Application Certifications

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

Initials

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



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



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

Initials

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

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

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

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



### All marijuana establishment license applicants:

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

Signature of licensee

Justin Brown  
Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 02/25/23

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 2019.



Alaska Marijuana Control Board

# Form MJ-00: Application Certifications

### What is this form?

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

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## Section 1 – Establishment Information

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

Licensee:	AKO FARMS LLC	License Number:	19898		
License Type:	Marijuana Retail Store				
Doing Business As:	AKO FARMS LLC				
Premises Address:	1210 Beardslee Way				
City:	Sitka	State:	AK	ZIP:	99835

## Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Marty Martin				
Title:	owner				

## Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes    No

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

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

cultivation 12253 concentrate 16767 plan to own 19898
---



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

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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.

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

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

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

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

## 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.



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### All marijuana establishment license applicants:

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

Signature of licensee



Notary Public in and for the State of Alaska

Printed name of licensee

My commission expires: 02/25/23

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 2019.



Alaska Marijuana Control Board

## Cover Sheet for Marijuana Establishment Applications

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

### What is this form?

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

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

### Section 1 – Establishment Information

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

Licensee:	AKO Farms, LLC	License Number	19898		
License Type:	Retail Marijuana Store				
Doing Business As:	AKO FARMS, LLC.				
Physical Address:	1210 Beardslee Way				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Justin Brown				
Email Address:	akofarmsllc@gmail.com				

### Section 2 – Attached Items

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

#### Attached Items:

Mj-01 Operating Plan

#### OFFICE USE ONLY

Received Date: |

| Payment Submitted Y/N: |

| Transaction #: |



## Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

### What is this form?

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

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

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

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

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

## Section 1 – Establishment & Contact Information

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

<b>Licensee:</b>	AKO FARMS LLC	<b>MJ License #:</b>	19898
<b>License Type:</b>	Marijuana Retail Store		
<b>Doing Business As:</b>	AKO FARMS LLC		
<b>Premises Address:</b>	1210 Beardslee Way		
<b>City:</b>	Sitka	<b>State:</b>	Alaska
		<b>ZIP:</b>	99835

<b>Mailing Address:</b>	P O Box 2426		
<b>City:</b>	Sitka	<b>State:</b>	Alaska
		<b>ZIP:</b>	99835

<b>Designated Licensee:</b>	Justin Brown		
<b>Main Phone:</b>	907 623 0417	<b>Cell Phone:</b>	907 738 3484
<b>Email:</b>	akofarmsllc@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:**

There will be a sign 12' x 12' posted by the entrance stating NO ONE UNDER THE AGE OF 21 ALLOWED. The same sign will be posted inside the building, security cameras will be in place, valid issued government id will be checked by the budtender as customers enter the front door of the retail store.

## 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:**

All entrances inside and out will be commercial grade security doors. All visitors will be signed in and out and given a visitor badge while on premise. All restricted areas will be marked with a sign that reads RESTRICTED ACCESS AREA VISITORS MUST BE ESCORTED. Also a sign that reads NO ONE UNDER THE AGE OF 21 ALLOWED.

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

After visitors ids are checked, they will sign into a log book with date, arrival/departure time, and type of identification. They will be given a visitors badge to wear. They will be escorted through out the facility with an employee. There can only be 5 visitors in the building at one time. They must be escorted by an employee. On leaving they will sign out of the log book and give back there visitors badge.. All records will be stored in a locked proof cabinet in a restricted area. Surveillance video will be on at all times.



# 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:

By local building codes, all exits and entrances will have lighting. There will be lighting over all windows and doors. Lights and cameras will be placed a minimum of 8 feet from the ground on the exterior of the building and will pick up to 20 feet perimeter.



## 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:**

At the end of the business day the alarm system will be activated by a keypad in the office area which will be monitored by a licensed alarm company. The alarms are set when the last employee leaves for the day. There will be a key pad for the alarm in the office. There are motion sensors on all windows and doors. We have several panic buttons in place if needed. If the alarm company receives an unauthorized breach of security, the alarm company will notify the local law enforcement, owner, and owner representative. Who will then come to the facility the local fire dept requires any building with a sprinkler system to have a lock box mounted by the main entrance so police or fire dept can access the facility. MCB will be notified within 24 hours. All product will be inventoried to MCB and local authorities. A quality control review of security measures will be conducted and proper steps to correct any deficiencies in the security plan will be made.

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

Marijuana will be stored in a water and fire proof safe in a locked office, located in a restricted area. Diversion of marijuana will also be prevented with use of continuous video monitoring, located throughout the facility. All personal items (bags, purses, phones, and coats) will be kept in the employee locker room. all employees will work under management with constant supervision.

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

This facility sits by itself on a private open lot, any loiters will be recorded on surveillance cameras, that will have a 20 foot range of the building. There will be a 12" by 12" NO LOITERING sign along with RESTRICTED AREA NO ACCESS and NO ONE UNDER 21 ALLOWED signs, placed on all sides of the building. Anyone refuses to leave the premises will be escorted off by law enforcement.

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:

There will be exterior video cameras placed over the entrance which will provide a clear 20 foot view of the perimeter. There will be interior cameras facing the entrance and exit which will capture every individual entering and exiting the facility. Cameras will be placed in the interior facing restricted areas.

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:

All video surveillance recording equipment will be housed in a locked safe cabinet. A surveillance camera will be placed to record the cabinet. Video surveillance tapes will be stored for 90 days, authorized personal will have the key to the locked safe cabinet. Any law enforcement or agent of the board will have access to the key from the authorized personal. We use LJ Alarm Company in Juneau, Alaska. If the alarm goes off the alarm company calls the Sitka Police Dept and the building representative. The alarm is set when closing the building up for the day. The retail space is connected to the existing building. We will be using the security system all ready set up in the building.



# 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.

Initials



















**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:**

Records including inventory, testing results, quality control and quality assurance, accurate and comprehensive inventory tracking data, bookkeeping for each business transaction, employee list, business and vendor contacts, advertising marketing, diagrams of licensed premises, waste management and visitors logs. Current records will be stored for 6 months in a locked cabinet on premise for authorized personnel to view. The records and data will then be electronically recorded and stored in a water/fire proof safe up to 4 years.



# 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):

Apart from the States Marijuana course, all employees are trained to handle product produced by AKO FARMS LLC. Each employee has training on any equipment we may use. Employee Product Training will be an on going process, along with updates on State requirements.



# 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:

: Any marijuana sold will be packaged in opaque, resealable, child-resistant packaging. Each package will be identified by a tracking label generated for tracking by the retailer's own inventory tracking system. The label will be placed on the shipping container a transport manifest will remain with the marijuana at all times while being transported. A copy of the manifest will be given to the licensed marijuana establishment. Packages will be within a sealed, tamper-evident shipping container. We have read and understood the labeling requirements of transporting marijuana according to AAC 306.750



# 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):

There will be one sign no bigger than 4,800 inches. on the front of the building reading AKO FARMS . There will be a 12x12 NO ONE UNDER 21 ALLOWED put on the front of the building. along with ALL VISITORS MUST BE ESCORTED



# 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):

PHONE # in telephone Book

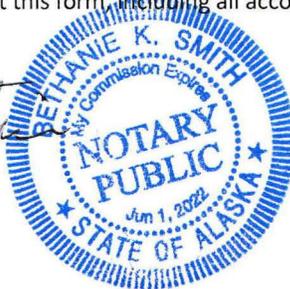
AD in Paper to announce our opening

AKO FARMS  
 Marijuana Retail  
 Now OPEN  
 1210 BEARDSLEE Way  
 SITKA AK  
 Hours 9am to 9pm

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

*Elizabeth Martin*  
Signature of licensee

ELIZABETH Martin  
Printed name of licensee



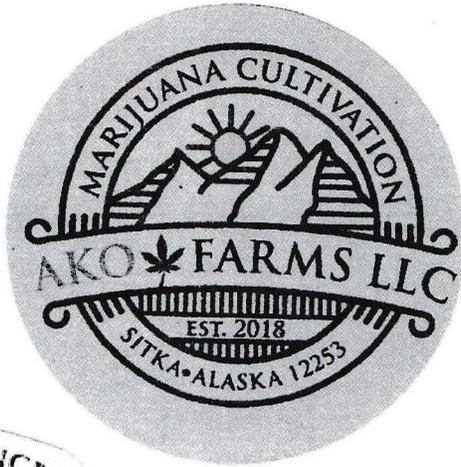
*[Signature]*  
Notary Public in and for the State of Alaska

My commission expires: 6/1/22

Subscribed and sworn to before me this 27<sup>th</sup> day of September, 2019.



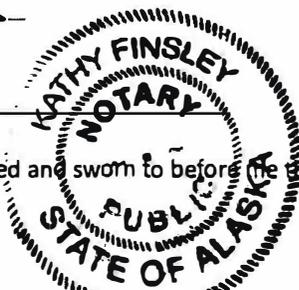
# Alaska Marijuana Control Board Form MJ-01: Marijuana Establishment Operating Plan



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

*Elizabeth Martin*  
Signature of licensee

ELIZABETH MARTIN  
Printed name of licensee



*Kathy Finsley*  
Notary Public in and for the State of Alaska

My commission expires: 02/25/23

Subscribed and sworn to before me this 20<sup>th</sup> day of May, 2019.

of 11

## Form MJ-01: Marijuana Establishment Operating Plan



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

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

## What is this form?

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

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

## Section 1 – Establishment Information

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

<b>Licensee:</b>	AKO Farms, LLC	<b>License Number:</b>	19898		
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	AKO FARMS, LLC.				
<b>Physical Address:</b>	1210 Beardslee Way				
<b>City:</b>	Sitka	<b>State:</b>	AK	<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown				
<b>Email Address:</b>	akofarmsllc@gmail.com				

## Section 2 – Attached Items

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

<b>Attached Items:</b>	m; 02
------------------------	-------

### OFFICE USE ONLY

<b>Received Date:</b>		<b>Payment Submitted Y/N:</b>		<b>Transaction #:</b>	
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## Alaska Marijuana Control Board Form MJ-02: Premises Diagram

### What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. 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 must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**  
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**  
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**  
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

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

### Section 1 – Establishment Information

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

Licensee:	AKO FARMS LLC	MJ License #:	19898		
License Type:	RETAIL MARIJUANA STORE				
Doing Business As:	AKO FARMS LLC				
Premises Address:	1210 BEARDSLEE WAY				
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. 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
- 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

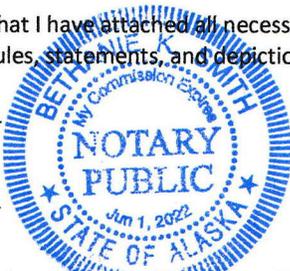
The following additional details must be included in Diagram 5:

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

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

Signature of licensee

Marty J Martini  
Printed name of licensee

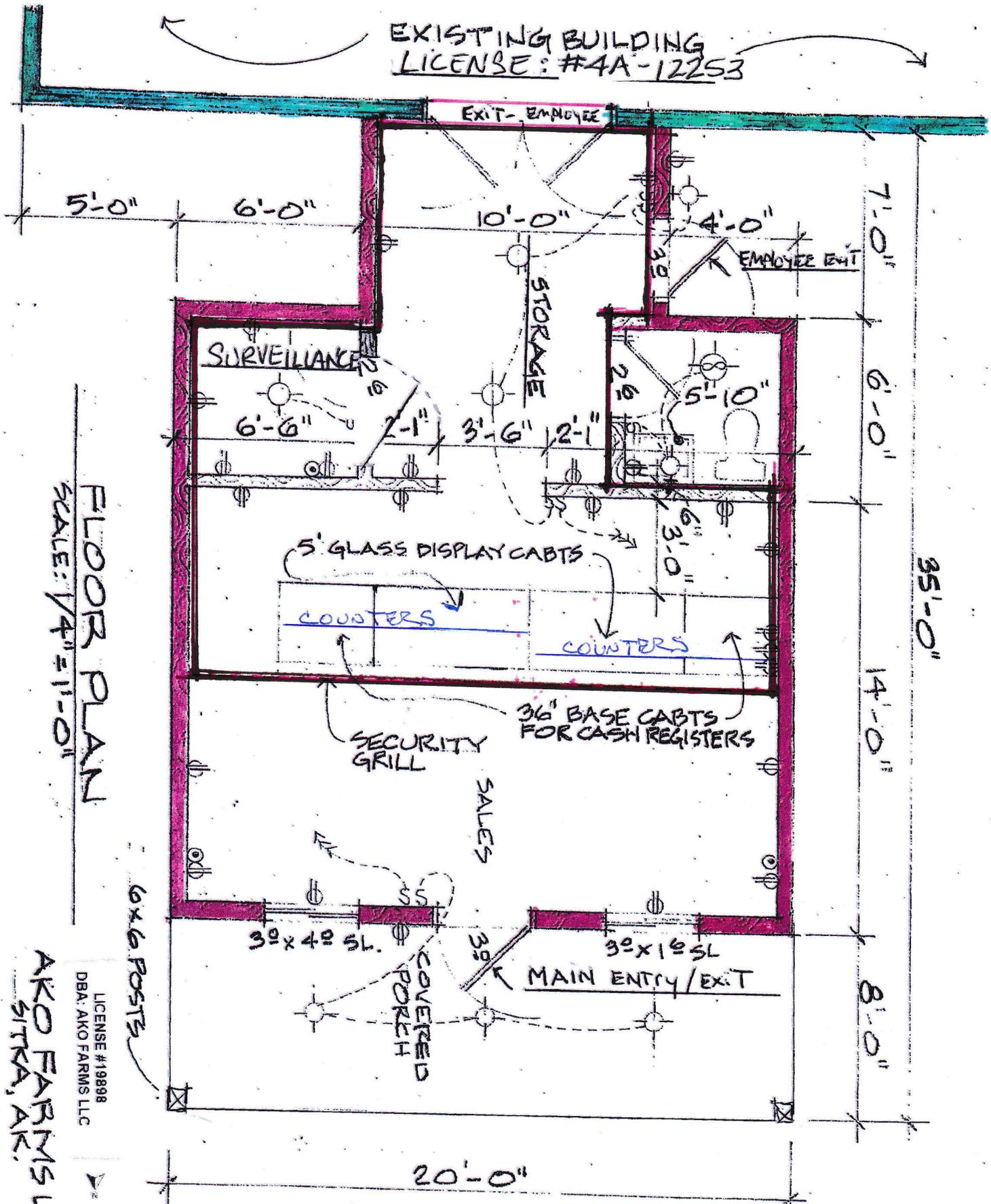


Notary Public in and for the State of Alaska

My commission expires: 6/1/22

Subscribed and sworn to before me this 3<sup>rd</sup> day of October, 2019.

EXISTING BUILDING  
LICENSE: #4A-12253



FLOOR PLAN

SCALE: 1/4" = 1'-0"

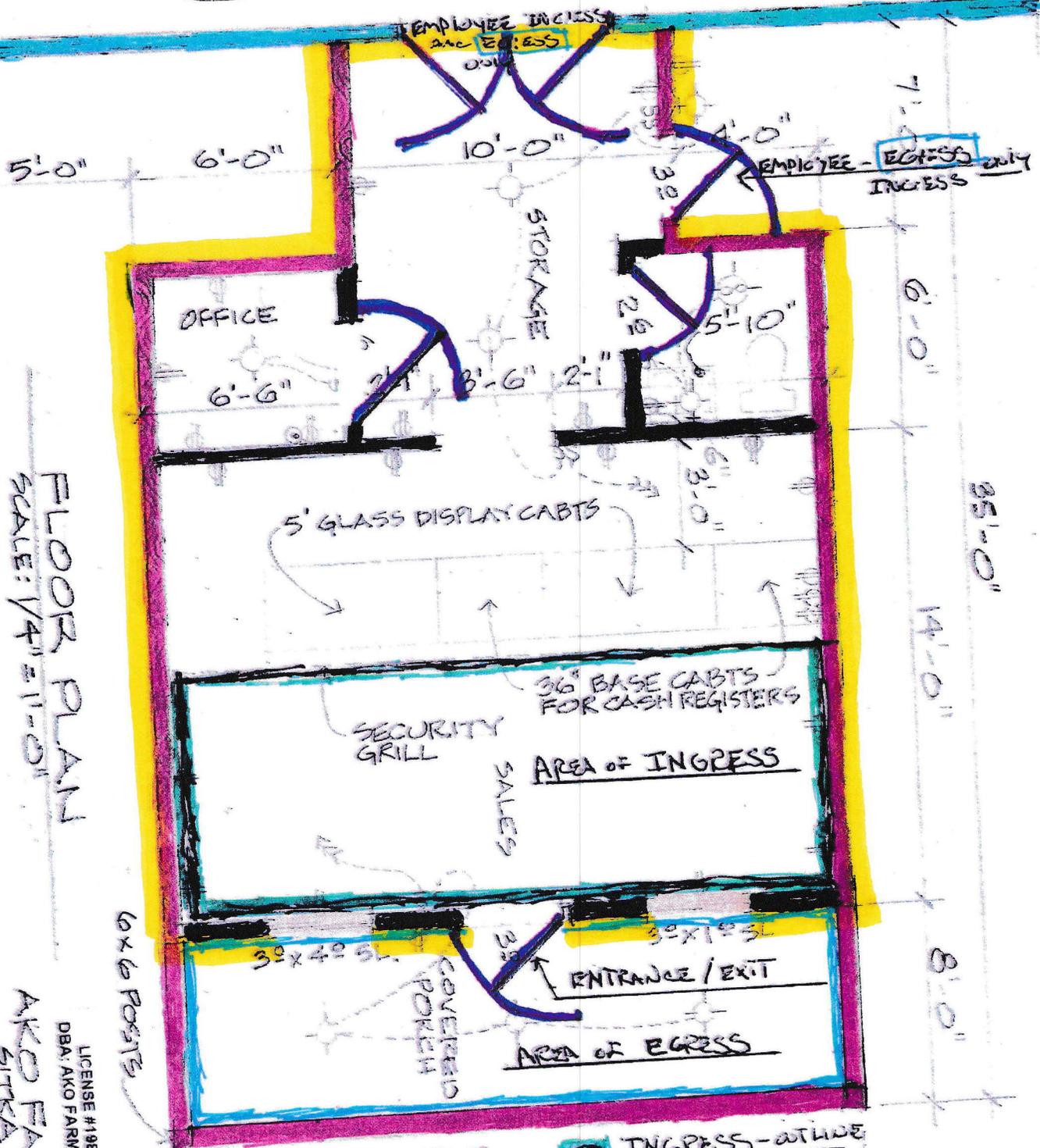
AKO FARMS LLC  
SITKA, AK

LICENSE #19898  
DBA: AKO FARMS LLC

- CULTIVATION
- RETAIL LICENSED PREMISES
- RESTRICTED ACCESS AREA

DIAGRAM #1

EXISTING BUILDING  
LICENSE # 4A-12253



FLOOR PLAN  
SCALE: 1/4" = 1'-0"

AKO FARMS LLC  
SITKA, AK

LICENSE #19898  
DBA: AKO FARMS LLC

- EGRESS - OUTSIDE
- WINDOWS 20'-0"
- LICENSEE LEGAL RIGHT POSSESSION
- WALLS & PARTITIONS
- DOORS - EXTERIOR - INTERIOR
- CULTIVATION -
- INGRESS - OUTSIDE
- RETAIL LICENSED PREMISES

DIAGRAM # 2

BEARDSLEE WAY

PER PLAT# 2013-18, REBAR AND ALUM. CAP SET AT ORIGINAL LOCATION OF GLO MONUMENT

ACCESS TO LOT 1B FROM BEARDSLEE WAY ONLY

BEARDSLEE

LOT 6

C2, LOT 13, USS 3695

N 79°18'49" W 101.67' (R)

ROW

SMITH STREET INDUSTRIAL SUBDIVISION

MICK'S

RESUBDIVISION

10' DRAINAGE EASEMENT

BEARING OF BEARINGS

LOT 1A

S 0°10'50" W (R) 189.16' (R)

LOT 1B

NEW FOUNDATION

83'

N 01°33'55" E 170.31' (R) 170.30' (M)

EXISTING BUILDING

UTILITY ONLY EASEMENT

LOT 7

S 89°59'50" E 182.95' (R) 99.83'

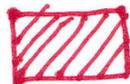
N 8 EXIS 83.12'

14.45'

3A-1989B LICENSED PREMISE

CLIENT: MARTIN ENTERPRISES  
BOX 438  
SITKA, ALASKA 99835

LICENSE #19898  
DBA: AKO FARMS LLC



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBE IMPROVEMENTS AND VISIBLE ENCROACHMENTS HAVE BEEN ESTABLISH PROFESSIONAL KNOWLEDGE AND BELIEF. THIS SURVEY IS FOR THE I SPECIFICALLY TO SHOW ANY CONFLICTS BETWEEN EXISTING STRUCT EASEMENTS. UNDER NO CIRCUMSTANCES SHOULD THE DATA HEREON B STRUCTURES, BUILDING FENCES, OR LOCATING BOUNDARY LINES. IT OWNER TO VERIFY THAT IMPROVEMENTS SITUATED ON THIS PARCEL AND ZONING ORDINANCES. 0 CORS. SET.

*Kelly J. O'Neill*  
KELLY J. O'NEILL LS 13321

DIAGRAM # 3

NORTH 57\*  
LAND SURVEYING LLC

(907) 747-6700 215-F SMITH STREET, SITKA, AK  
MAILING ADDRESS - 2007 CASCADE CREEK ROAD, SITKA, AK 99835  
EMAIL: north57landsurveying@yahoo.com

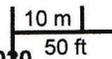
40064-02



**City & Borough of Sitka, Alaska**

**Selected Parcel: 1210 Beardslee Way ID: 30360030**

Printed 10/2/2019 from <http://www.mainstreetmaps.com/ak/sitka/public.asp>



LICENSE #19898  
DBA: AKO FARMS LLC

This map is for informational purposes only. It is not for appraisal of, description of, or conveyance of land. The City & Borough of Sitka, Alaska and MainStreetGIS, LLC assume no legal responsibility for the information contained herein.

LICENSED PREMISES -3A-19898

DIAGRAM #4

PER PLAT# 2013-18, REBAR AND ALUM. CAP SET AT ORIGINAL LOCATION OF GLO MONUMENT

1210 ACCESS TO LOT 1B FROM BEARDSLEE WAY ONLY

BEARDSLEE

LOT 6

C2, LOT 13, USS 3695

N 79°18'49" W 101.67' (R)

ROW

SMITH STREET INDUSTRIAL SUBDIVISION

MICK'S

RESUBDIVISION

S 01°0'50" W (R) 189.16' (R)

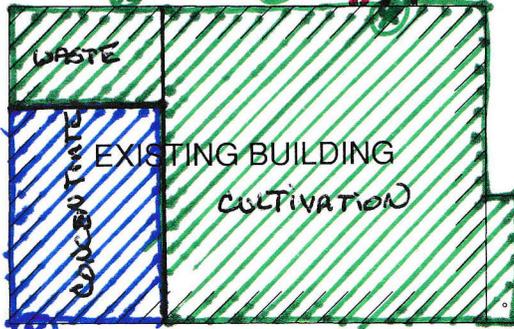
10' DRAINAGE EASEMENT

BASIS OF BEARINGS

LOT 1A

LOT 1B

NEW FOUNDATION RETAIL



UTILITY ONLY EASEMENT

LOT 7

E 182.95' (R) 99.83'

N 85°0' EXISTING

LICENSE #19898 DBA: AKO FARMS LLC

- APPLYING LICENSE 3A-19898 X ingress/egress
- EXISTING LICENSE 4A-12253 X ingress/egress
- EXISTING LICENSE 5A-16767 X ingress/egress

CLIENT: MARTIN ENTERPRISES  
BOX 438  
SITKA, ALASKA 99835



**NORTH 57\***  
**LAND SURVEYING LLC**

(907) 747-6700 215-F SMITH STREET, SITKA, AK  
MAILING ADDRESS - 2007 CASCADE CREEK ROAD, SITKA, AK 99835  
EMAIL: north57landsurveying@yahoo.com

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IMPROVEMENTS AND VISIBLE ENCROACHMENTS HAVE BEEN ESTABLISHED PROFESSIONAL KNOWLEDGE AND BELIEF. THIS SURVEY IS FOR THE USE SPECIFICALLY TO SHOW ANY CONFLICTS BETWEEN EXISTING STRUCTURE EASEMENTS. UNDER NO CIRCUMSTANCES SHOULD THE DATA HEREON BE STRUCTURES, BUILDING FENCES, OR LOCATING BOUNDARY LINES. IT IS OWNER TO VERIFY THAT IMPROVEMENTS SITUATED ON THIS PARCEL ME AND ZONING ORDINANCES. D CORS. SET

*Kelly J. O'Neill*  
KELLY J. O'NEILL LS 13321

DIAGRAM #5

40064-02



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

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

### What is this form?

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

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

### Section 1 – Establishment Information

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

<b>Licensee:</b>	AKO Farms, LLC	<b>License Number:</b>	19898
<b>License Type:</b>	Retail Marijuana Store		
<b>Doing Business As:</b>	AKO FARMS, LLC.		
<b>Physical Address:</b>	1210 Beardslee Way		
<b>City:</b>	Sitka	<b>State:</b>	AK
		<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown		
<b>Email Address:</b>	akofarmsllc@gmail.com		

### Section 2 – Attached Items

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

<b>Attached Items:</b>	<p>Operating PLAN Mj-03 Retail Marijuana STORE</p>
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### OFFICE USE ONLY

<b>Received Date:</b>		<b>Payment Submitted Y/N:</b>		<b>Transaction #:</b>	
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Alaska Marijuana Control Board  
**Operating Plan Supplemental  
Form MJ-03: Retail Marijuana Store**

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**What is this form?**

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

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

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

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

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

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

**Section 1 – Establishment Information**

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

Licensee:	AKO FARMS LLC	MJ License #:	19898		
License Type:	MARIJUANA RETAIL STORE				
Doing Business As:	AKO FARMS LLC				
Premises Address:	1210 BEARDSLEE WAY				
City:	SITKA	State:	Alaska	ZIP:	99835



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:

Our goal is to have a retail store with a professional atmosphere . In addition to selling marijuana products we plan to have an assortment of apparel and novelty items such as hats, t-shirts, lighters , lanyards , caps as well as pipes and rolling material. Our day to day operations would consist of making any pre-rolled joints, package pre-weighed marijuana for individual sales, assessing displayed inventory and adding where needed, cleaning/organizing the retail space and any daily paper or computer work, reports or review that is needed.

If we receive a delivery of marijuana product we will first verify we have the required transport manifest to accept the shipment. We will then take possession and begin the intake process by entering the type, amount, and weight of the received shipment in to the METRC system. We will also enter into our records all marijuana or marijuana product that we receive at our establishment. The majority of our marijuana and marijuana product will be kept in a locked room behind the counter with only a small percentage on display or readily available for sale. Any refrigerated items will be stored accordingly and bud/flower will be stored in a clean container and environment to prevent growth of mold or bacteria.

A standard customer visit to our store will include being greeted by a licensed marijuana handler who will verify proper identification to grant access to our establishment. We will assist the customer in the purchase of a variety of products and options. Those items or products that have a regulated limit of sale will be adhered to. After the customer completes the transaction with any questions answered the expectation would be that the customer then vacate the retail store in reasonable time.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

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

Employees will receive additional training to recognize persons under the influence of alcohol or drugs. Signs will be posted on the premises reserving the right to refuse service to persons who are under the influence of alcohol or drugs. When a customer enters the store the budtender will ask for proper identification. At that time the budtender will determine if the customer has been drinking or is under the influence of drugs. If the person appears to be at all under the influence they will be asked to leave.

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

Initials

- a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;
b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;
c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;
d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or
e. allow a person to consume marijuana or a marijuana product on the licensed premises.

Handwritten initials in boxes for each item a-e.

Answer “Yes” or “No” to the following question:

Yes No

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

Yes [ ] No [X]



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

## Section 4 – Signage and Advertising

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

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

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

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

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

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

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

a. is false or misleading;

b. promotes excessive consumption;

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

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

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

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

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

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

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

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

e. on a campus for postsecondary education.

## Section 5 – Displays and Sales

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

There will be a glass counter 18 feet long with a cash register at each end. The counter will be 4 feet from the back wall where we will have product displayed. Any area behind the counter is a restricted area. All product will be pre packaged ready for sale ...no deli style.. There will be a special magnifying jar used to display our Bud in the cases. Bud tenders can pull them from the cases and have people examine the product thru the magnifier.





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

## Section 7 – Security

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

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

We shall refuse to sell marijuana or marijuana products to a person who does not produce a form of valid photographic identification showing that a person is 21 years of age or older. Identification includes an unexpired passport, an unexpired, unaltered driver's license, instruction permit, or identification card of a state or territory of the United States, the District of Columbia, or a province or territory of Canada. People can also use an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. All IDs will be checked by a bud tender when a customer enters the store. There will also be a sign on the door saying no one under 21 allowed.

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

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

## Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

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

: As a retail store, we expect to have little to no waste. If we do have small stems and leaves or expired marijuana product these will be stored in a bucket in the restricted access area. Before any waste is processed we will notify the board no later than 3 days before making the waste unusable. All marijuana will be made unusable by grinding the marijuana with an equal part of sawdust. Making it unusable.

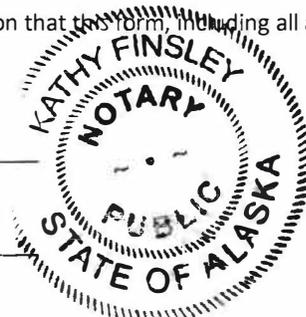
You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

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

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

Signature of licensee

Justin Brown  
Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 07/25/23

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 2019.



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

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

## What is this form?

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

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

## Section 1 – Establishment Information

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

<b>Licensee:</b>	AKO Farms, LLC	<b>License Number:</b>	19898		
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	AKO FARMS, LLC.				
<b>Physical Address:</b>	1210 Beardslee Way				
<b>City:</b>	Sitka	<b>State:</b>	AK	<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown				
<b>Email Address:</b>	akofarmsllc@gmail.com				

## Section 2 – Attached Items

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

<b>Attached Items:</b>	<p>Mj-07 PUBLIC NOTICE</p>
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### OFFICE USE ONLY

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

**Form MJ-07: Public Notice Posting Affidavit**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

Licensee:	AKO FARMS LLC	License Number:	19898
License Type:	MARIJUANA RETAIL STORE		
Doing Business As:	AKO FARMS LLC		
Premises Address:	1210 BEARDSLEE WAY		
City:	SITKA	State:	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:

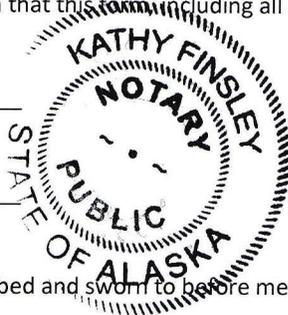
Start Date: 10-2-19 End Date: 10-12-19

Other conspicuous location: LOCAL POST OFFICE,

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

[Signature]  
 Signature of licensee

Justin Brown  
 Printed name of licensee



Kathy Finsley  
 Notary Public in and for the State of Alaska

My commission expires: 02/25/23

Subscribed and sworn to before me this 16<sup>th</sup> day of October, 2019.



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

Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

## What is this form?

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## Section 1 – Establishment Information

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

<b>Licensee:</b>	AKO Farms, LLC	<b>License Number:</b>	19898		
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	AK O FARMSLLC.				
<b>Physical Address:</b>	1210 Beardslee Way				
<b>City:</b>	Sitka	<b>State:</b>	AK	<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown				
<b>Email Address:</b>	akofarmsllc@gmail.com				

## Section 2 – Attached Items

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

<b>Attached Items:</b>	<p>Mj 08          Local Gov. Notice / affidavit</p>
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### OFFICE USE ONLY

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

# Form MJ-08: Local Government Notice Affidavit

### What is this form?

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

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

## Section 1 – Establishment Information

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

Licensee:	AKO FARMS LLC	License Number:	19898
License Type:	Marijuana Retail Store		
Doing Business As:	AKO FARMS LLC		
Premises Address:	1210 Beardslee Way		
City:	Sitka	State:	AK
		ZIP:	99835

## Section 2 – Certification

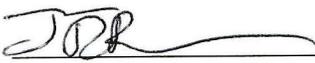
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): City and Borough of Sitka Date Submitted: 10/15/19

Name/Title of LG Official 1: Planning Department Name/Title of LG Official 2: \_\_\_\_\_

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

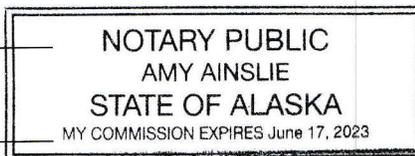
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

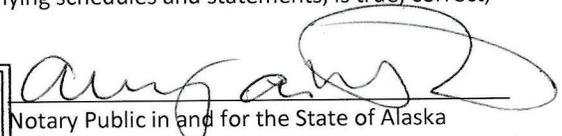


Signature of licensee

**Justin Brown**

Printed name of licensee



  
Notary Public in and for the State of Alaska

My commission expires: June 17, 2023

Subscribed and sworn to before me this 12<sup>th</sup> day of November, 2019.



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

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

## What is this form?

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## Section 1 – Establishment Information

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<b>Licensee:</b>	AKO Farms, LLC	<b>License Number:</b>	19898		
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	AK O FARMSLLC.				
<b>Physical Address:</b>	1210 Beardslee Way				
<b>City:</b>	Sitka	<b>State:</b>	AK	<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown				
<b>Email Address:</b>	akofarmsllc@gmail.com				

## Section 2 – Attached Items

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

<b>Attached Items:</b>	
------------------------	--

### OFFICE USE ONLY

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

## Form MJ-09: Statement of Financial Interest

### What is this form?

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

This form must be completed and submitted to AMCO’s main office by each proposed licensee 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:	AKO FARMS LLC	License Number:	19898
License Type:	Marijuana Retail Store		
Doing Business As:	AKO FARMS LLC		
Premises Address:	1210 Beardslee Way		
City:	Sitka	State:	ZIP: 99835

### Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Elizabeth Martin		
Title:	owner		
SSN:	██████████	Date of Birth:	██████████



Alaska Marijuana Control Board

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

**Section 3 – Certifications**

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

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

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

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

*Elizabeth Martin*  
Signature of licensee

*Kathy Finsley*  
Notary Public in and for the State of Alaska

**Elizabeth Martin**  
Printed name of licensee

My commission expires: 02/25/23

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 2019.





Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### What is this form?

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

This form must be completed and submitted to AMCO's main office by each proposed licensee 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:	AKO FARMS LLC	License Number:	19898
License Type:	Marijuana Retail Store		
Doing Business As:	AKO FARMS LLC		
Premises Address:	1210 Beardslee Way		
City:	Sitka	State:	ZIP: 99835

### Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Marty Martin		
Title:	owner		
SSN:	██████████	Date of Birth:	██████████



Alcohol and Marijuana Control Office

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

Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)

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

Phone: 907.269.0350

Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Section 3 – Certifications

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

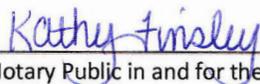
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I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

  
\_\_\_\_\_  
Signature of licensee

  
\_\_\_\_\_  
Notary Public in and for the State of Alaska

**Marty Martin**  
\_\_\_\_\_  
Printed name of licensee

My commission expires: 02/25/23

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 2019.





**Alaska Marijuana Control Board**

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

**What is this form?**

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

**This form must be completed and submitted to AMCO’s main office by each proposed licensee 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:	AKO FARMS LLC	License Number:	19898
License Type:	Marijuana Retail Store		
Doing Business As:	AKO FARMS LLC		
Premises Address:	1210 Beardslee Way		
City:	Sitka	State:	ZIP: 99835

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	Justin Brown		
Title:	owner		
SSN:	██████████	Date of Birth:	██████████



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

Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Section 3 – Certifications

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

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

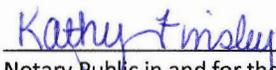
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.  
*The procedures for obtaining a change,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

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

  
\_\_\_\_\_  
Signature of licensee

**Justin Brown**

Printed name of licensee

  
\_\_\_\_\_  
Notary Public in and for the State of Alaska

My commission expires: 02/25/23

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 2019.



**Alcohol & Marijuana Control Office****License Number:** 19898**License Status:** New**License Type:** Retail Marijuana Store**Doing Business As:** AKO FARMS, LLC.**Business License Number:** 1090969**Designated Licensee:** Justin Brown**Email Address:** akofarmsllc@gmail.com**Local Government:** Sitka (City and Borough of)**Community Council:****Latitude, Longitude:** 57.051579, -135.306230**Physical Address:** 1210 Beardslee Way  
Sitka, AK 99835  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10037708**Alaska Entity Name:** AKO Farms, LLC**Phone Number:** 907-623-0417**Email Address:** akofarmsllc@gmail.com**Mailing Address:** P O Box 2426  
Sitka, AK 99835  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Marty Martin**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-623-0417**Email Address:** akofarmsllc@gmail.com**Mailing Address:** P O Box 2752  
2217 HPR  
Sitka, AK 99835  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** elizabeth martin**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-623-0417**Email Address:** akofarmsllc@gmail.com**Mailing Address:** PO Box 2752  
2217 HPR  
Sitka, AK 99835  
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Justin Brown**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-623-0417**Email Address:** akofarmsllc@gmail.com**Mailing Address:** 103 Metlakatla St.  
Sitka, AK 99835  
UNITED STATES**Affiliate #1****Type:** Individual**Name:** elizabeth martin**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-623-0417**Email Address:** akofarmsllc@gmail.com**Mailing Address:** PO Box 2752  
Sitka, AK 99835  
UNITED STATES**Affiliate #2****Type:** Individual**Name:** Marty Martin**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-623-0417**Email Address:** akofarmsllc@gmail.com**Mailing Address:** P O Box 2752  
2217 HPR  
Sitka, AK 99835  
UNITED STATES

**Affiliate #3**

**Type:** Individual

**Name:** Justin Brown

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 907-623-0417

**Email Address:** akofarmsllc@gmail.com

**Mailing Address:** 103 Metlakatla St.  
Sitka, AK 99835  
UNITED STATES

Scanned 10/31/19



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

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

## What is this form?

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

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

## Section 1 – Establishment Information

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

<b>Licensee:</b>	AKO Farms, LLC	<b>License Number:</b>	19898
<b>License Type:</b>	Retail Marijuana Store		
<b>Doing Business As:</b>	AKO FARMS, LLC.		
<b>Physical Address:</b>	1210 Beardslee Way		
<b>City:</b>	Sitka	<b>State:</b>	AK
		<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown		
<b>Email Address:</b>	akofarmsllc@gmail.com		

## Section 2 – Attached Items

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

<b>Attached Items:</b>	<p>PROOF OF POSSESSION</p>
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### OFFICE USE ONLY

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

THIS COMMERCIAL LEASE (the "Lease") is made by and between Martin Enterprises, Inc. (hereinafter called the "Lessor" or "Landlord") of PO Box 437, Sitka, AK 99835, and AKO Farms, LLC (hereinafter called the "Lessee" or "Tenant") of PO Box 2426, Sitka, AK 99835, for the property known as 1210 Beardsley, Sitka, AK 99835

1. Property. In consideration of the mutual covenants contained herein, the Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor the "Lease Space" located at the above rental address of approximately 7,000 square feet, more fully described in Appendix A ("the Premises"). The Lessee has inspected and shall accept the Premises in its current condition, for the purpose of a marijuana cultivation business. **Landlord acknowledges that the premises will be used for a marijuana establishment.**

2. Term. The Lessee is to have and hold the Premises for a term of Twenty Four (24) months. The term shall commence on October 1, 2018(the "commencement date") and shall expire on September 30, 2020 (the "expiration date").

3. Extended Term.

(a) Lessee's Option To Extend. Provided the Lessee is not in default of its obligations under this Lease, the Lessee shall have the option to extend the initial term on all the terms and conditions contained herein, except for the monthly base rent, for an additional period of Three (3) years, commencing at midnight on the day the initial term terminates.

(b) Procedure to Extend. In order to exercise its option, the Lessee shall give the Lessor written notice of its intention to extend at least sixty (60) days prior to the expiration of the initial term.

(c) Monthly Base Rent. The monthly base rent for the extended term shall be set by negotiation. The parties shall have thirty (30) days after the Lessor received the notice to extend in which to agree on the monthly base rent for the extended term, if the parties agree they shall immediately execute an amendment to this Lease stating the monthly base rent.

4. Rental Amount.

(a) Monthly Base Rent. The Lessee shall pay to the Lessor monthly base rent (the "monthly base rent") on or before the first day of each calendar month in an amount equal to Thirteen Thousand Dollars (\$13,000.00) per calendar month, and begin on January 1, 2018 and each month of this lease thereafter. All monthly base rent shall be paid to the Lessor at the address to which notices to the Lessor are given. Rent for any partial calendar month shall be pro rated at a daily rate of one thirtieth (1/30) of the monthly base rent.

(b) Sales Tax. The Lessee shall pay to the Lessor any applicable sales tax on the monthly base rent.

(c) Late Penalty. Any rent or other sum required under this Lease to be paid that is not paid within five (5) days of the due date shall be assessed a late charge of One Hundred Dollars (\$100.00); such amount shall be considered liquidated damages and shall be due and payable as additional rent. In the event the late charge assessed above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law. To be considered paid, Lessor must have received the rent or other sum required under this Lease.

5. Utilities. The Lessee, at its costs, shall pay all costs for quantities of water, sewer, garbage, electricity, and other utilities used or consumed on the Premises, or which become due and payable. Prior to taking possession of the Premises, the Lessee shall arrange with the City and Borough of Sitka to be the named persons responsible for all payments for utilities provided by the City and Borough of Juneau to the Premises. The Lessee shall be responsible for, shall arrange for delivery of, and shall pay for all fuel oil (diesel fuel #2), if any, required to operate the any utilities provided with the Premises. If applicable, the Lessor shall provide a full fuel tank when the Lessee takes possession. Likewise, if applicable, the Lessee shall leave a full fuel tank upon termination of the term or extended term of this Lease.

6. Maintenance and Repair. The Lessee, at its cost, shall: maintain the Premises in good condition; make all repairs of whatever kind and nature, foreseen and unforeseen, as may be necessary or appropriate to keep the Premises in good condition; and, remove from the Premises all debris and garbage, and provide all landscaping, gardening, and ice and snow removal. The Lessee, at its cost, shall furnish all janitorial and cleaning services and supplies for the Premises. Lessee shall be responsible for making the premises suitable for its business, and shall be solely responsible for security any necessary permits, licenses, and other approvals.

7. Landlords Right of Entry. Due to state laws regulating cannabis, Landlord and tenant agree that Landlord may only enter the Premises when accompanied by authorized Lessee personnel.

8. Insurance Requirements. The Lessee, at its cost, shall maintain a comprehensive general liability policy, with liability limits of not less than Two Million Dollars (\$2,000,000) per occurrence, against all liability of the Lessee and its authorized representatives arising out of and in connection with the Lessees use or occupancy of the Premises. Such insurance policy shall name the Lessor as an additional insured with all rights of subrogation waived against Lessor. In addition, the Lessor may, from time to time, require the Lessee to increase the amount of coverage. All insurance shall insure the Lessee's performance of the indemnification provisions of this Lease.

9. Policies of Insurance. All insurance required to be provided by the Lessee under this Lease shall be issued by insurance companies authorized to do business in Alaska with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports and shall contain an endorsement requiring at least thirty (30) days' prior written notice of cancellation to the Lessor before the cancellation or change in coverage, scope, or amount of any policy. The Lessee shall deliver a certificate or copy of such policy, together with evidence of all premiums, to the Lessor within 30 days after commencement of this Lease. The Lessee

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shall also deliver to the Lessor satisfactory evidence of the renewal of such policy and the payment of all renewal premiums not less than thirty (30) days before the expiration of any policy.

10. Release and Indemnity. The Lessor shall not be liable to the Lessee for any damage to the Lessee or the Lessee's property from any cause, and the Lessee further waives all claims against the Lessor for damage to any person or property arising for any reason.

The Lessee shall defend, indemnify, and hold the Lessor harmless from all claims, demands, causes of action, damages, and any expenses incident thereto, arising out of any damage to any person or property incurring in, on, or about the Premises, or arising out of the Lessee's use of the Premises or the Lessee's breach of any term of this lease. Lessee shall further indemnify Lessor for any and all costs or damages due to civil forfeiture under the federal Controlled Substances Act.

11. Destruction.

(a) Option to Terminate. In the event the Premises is damaged or destroyed so as to render the Premises totally or partially untenantable, the Lessor may elect to terminate this Lease by giving a notice of termination to the Lessee within ninety (90) days from the date of such damage or destruction. In the event the Lessor does not elect to terminate this Lease, the Lessor shall restore the Premises. In the event the Lessor elects to terminate this Lease, this Lease shall terminate on the date the Lessee received the Lessor's notice of termination.

(b) Restoration. In the event the Premises is to be restored, the Lessor with all due diligence shall restore the Premises to substantially the same condition as immediately prior to the date of such damage or destruction, and the Lessee, at its cost, shall restore or repair its improvements, fixtures, and equipment as may be necessary and appropriate to reopen and operate the Premises. All restoration shall be in accordance with the Lessor's plans and specifications at that time and in full compliance with all applicable laws and ordinances.

(c) Abatement of Rent. During the period of untenability, the monthly base rent shall abate in the same ration as the portion of the Premises rendered untenable bears to the whole of the Premises, but all terms and conditions of the Lease shall remain in full force and effect.

12. Alterations and Improvements. Lessee is responsible for all costs of alteration, additions and improvements. Lessee is hereby permitted to make reasonable alterations inside the Premises.

13. Default. The occurrence of any of the following shall constitute a default by the Lessee:

a) Nonpayment. The failure to make payment of any installment of the monthly base rent, or of any other sum required under this Lease to be paid by Lessee if not paid by the due date;

b). Abandonment. The abandonment of the Premises (failure to operate the Sublet Premises) for a period of thirty (30) consecutive days shall be deemed an abandonment;

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c) Receiver. The appointment of a receiver or a debtor-in-possession to take possession of the Premises or improvements or of the Lessee's interest in the leasehold estate or of the Lessee's operations on the Premises by reason of the Lessee's insolvency;

d) Bankruptcy. An assignment by the Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against the Lessee under any law for the purpose of adjudicating the Lessee a bankrupt; or for extending time for payment, adjustment, or satisfaction of the Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing, or other initial event;

e) Enforcement Action or Noncompliance with State or Local Laws. Federal law enforcement action against Lessee or Lessor for marijuana activities on the premises including prosecution, investigation, or forfeiture; the non-compliance by Lessee with other Federal law (other than marijuana related), noncompliance with any state or local statute, law, or ordinance, including but not limited to the state marijuana licensing and program rules and local zoning ordinances, any civil action faced by Lessee or Lessor as a result of the marijuana cultivation business; and

f) Violation of Agreement. The failure to observe or perform any of the Lease Agreement's other covenants, agreements, or obligations hereunder, if any such default shall not be cured within thirty (30) days after notice of default has been given to the Lessee.

**In the event of default by Lessee, Landlord will immediately notify AMCO. Landlord will not remove or take possession of marijuana without prior written permission from AMCO on its disposal.**

14. Remedies and Vacation/Surrender of the Premises. In the event of default, after AMCO has been notified and has authorized disposal of marijuana, the Lessor shall have the following remedies in addition to all other rights and remedies allowable at law or equity, to which the Lessor may resort cumulatively or in the alternative:

a) Relet. The Lessor shall have the right, at its election, during the period that the Lessee is in default, to enter the Premises and relet it, or any part of it, to any third party for the Lessee's account, and the Lessee shall remain liable under this Lease for all costs the Lessor incurs in reletting the Premises, including, but not limited to, brokers' commissions, demolition, remodeling, and similar costs. In the event the Lessor reenters and relets the Premises, the Lessee shall pay to the Lessor all rent due under this Lease, less the rent the Lessor receives from any such reletting.

b) Terminate. The Lessor shall have the right, at its election, during the period that Lessee is in default, to give the Lessee notice of the Lessor's intention to terminate this Lease and all of the Lessee's rights hereunder, and on the date specified in such notice, including early

and/or immediate termination of the term of this Lease, and all rights granted the Lessee hereunder shall come to an end as fully as if the lease then expired by its own terms.

c) Retake. In the event of termination of this Lease, the Lessor shall have the right to repossess the Sublet Premises either with process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of the Lessee, including damages for rent not then accrued. The Lessor shall also have the right, without resuming possession of the Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages at any time and from time to time.

Upon termination of this Lease, for default or otherwise (such as expiration of this Lease), Lessee shall vacate the Premises and surrender it to Landlord.

15. Assignment. The Lessee shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except the Lessee's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining the Lessor's written consent. Any dissolution, merger, consolidation, or other reorganization of the Lessee, or the sale or other transfer of a controlling percentage of the capital stock of the Lessee, or the sale of at least fifty-one percent (51%) of the value of the assets of the Lessee, shall be deemed a voluntary assignment. "Controlling percentage" shall mean the ownership of and tie right to vote stock possession at least fifty-one percent (51%) of the total combined voting power of all classes of the Lessee's capital stock issued, outstanding, and entitled to vote for the election of directors. Any assignment, encumbrance, or sublease without the Lessor's written consent shall be voidable and, at the Lessor's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Section 15.

16. Miscellaneous.

A. Severability. If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

B. Binding Effect. The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

C. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Alaska.

D. Entire Agreement. This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings or other

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agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

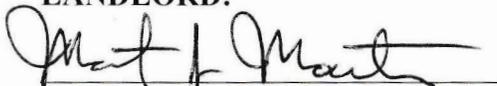
E. Notice. Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Lessee, at the Premises and if to Landlord, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

F. Waiver. The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of Rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

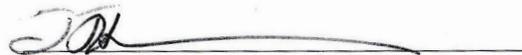
G. Federal law. The parties mutually agree that federal illegality of cannabis operations on the premises is not a valid defense to any claim arising from this Lease Agreement. Thus, the parties waive the right to present any such defense related to the status of cannabis under federal law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

**LANDLORD:**

  
(Signature)  
MARTY J MARTW  
(Print Name)  
OWNER  
Title (if applicable)

**TENANT:**

  
(Signature)  
Justin Brown  
(Print Name)  
manager  
Title (if applicable)

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**2016-001281-0**

Recording Dist: 103 - Sitka  
11/23/2016 09:00 AM Pages: 1 of 7



#18355

**DEED OF TRUST**

THIS DEED OF TRUST is made this 18<sup>th</sup> day of November, 2016, between MARTIN ENTERPRISES, INC., an Alaska Corporation in good standing with the State of Alaska, of PO Box 2752, Sitka, Alaska 99835, Trustors, and TISHER CONSTRUCTION, LLC, an Alaska Limited Liability Company, in good standing with the State of Alaska, of 315 Seward Street, Sitka, Alaska 99835, herein called Beneficiary, and ALASKA ESCROW AND TITLE INSURANCE AGENCY, INC., of PO Box 5040, Ketchikan, Alaska 99901, herein called Trustee.

**WITNESSETH:**

Trustors, in consideration of the indebtedness herein recited and the trust herein created, hereby grant, bargain, sell and convey to Trustee, IN TRUST WITH POWER OF SALE, the following described real property in the State of Alaska:

Lot 1B, US Survey 3695, MICK'S RE-SUBDIVISION, Plat No. 2016-3, a replat of Lot 1, US Survey No. 3695, Plat No. 2013-18, Sitka Recording District, First Judicial District, State of Alaska, hereinafter (the "Property");

Trustors and Beneficiaries acknowledge receipt, sufficiency, and mutuality of the consideration supporting these presents, and agree as follows:

**ARTICLE I  
SECURITY**

Section 1.01. Security. This Deed of Trust is made for the purpose of securing:

Clause 1. Performance of each of the agreements of Trustors and Beneficiaries herein contained;

Clause 2. Payment to the Beneficiaries of the indebtedness evidenced by the Deed Of Trust Note of even date herewith, in the the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS and 00/100 DOLLARS (\$250,000.00), plus interest, on the terms set out in said Note. This sum is payable to Beneficiary or order and made by Trustor, and all

Deed Of Trust  
Martin Enterprises, Inc. Loan  
Page 1 of 7

**#19898**

# 1



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

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

## What is this form?

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

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

## Section 1 – Establishment Information

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

<b>Licensee:</b>	AKO Farms, LLC	<b>License Number:</b>	19898		
<b>License Type:</b>	Retail Marijuana Store				
<b>Doing Business As:</b>	AKO FARMS, LLC.				
<b>Physical Address:</b>	1210 Beardslee Way				
<b>City:</b>	Sitka	<b>State:</b>	AK	<b>Zip Code:</b>	99835
<b>Designated Licensee:</b>	Justin Brown				
<b>Email Address:</b>	akofarmsllc@gmail.com				

## Section 2 – Attached Items

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

<b>Attached Items:</b>	<p>Public NOTICE AND PUBLISHERS Affidavit</p>
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### OFFICE USE ONLY

<b>Received Date:</b>		<b>Payment Submitted Y/N:</b>		<b>Transaction #:</b>	
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# Affidavit of Publication

STATE OF ALASKA  
FIRST JUDICIAL DISTRICT ) ss.  
AT SITKA, ALASKA

Kathryn Hope Erickson, being first sworn, says she or he is the publisher, managing editor or business manager of the DAILY SITKA SENTINEL, a newspaper printed and published in Sitka, Alaska, and legally qualified as a medium of official and legal publications, and that the Legal Notice a copy of which is hereto annexed, was published in the Daily Sitka Sentinel on:

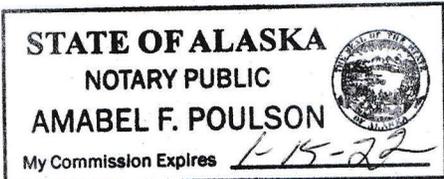
10.3.19, 10.7.19, 10.14.19,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Signature [Handwritten Signature]

Sworn and subscribed to before me this 14 day of Oct, 20 19

Notary Public for Alaska [Handwritten Signature]

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_



**LEGAL NOTICE**  
AKO Farms, LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #19898, doing business as AKO FARMS, LLC., located at 1210 Beardslee Way, Sitka, AK, 99835, UNITED STATES.  
Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.  
**Published: October 3, 7, 14, 2019**