CITY OF BETHEL

City Council Meeting Agenda, January 24, 2023 – 6:30 PM

Website: https://www.cityofbethel.org/council

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Rose Henderson, Vice-Mayor Henry Batchelor, Mark Springer, Eric Whitney, Beth Hessler, Sophie Swope, Patrick Snow

Zoom Meeting Link: https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09

Zoom Meeting ID: 488 845 6188 **Zoom Meeting Passcode:** 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free 833 548 0282 US Toll-free 877 853 5257 US Toll-free 888 475 4499 US Toll-free

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1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON**
   - 4.1. Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org.
5. **APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**
6. **APPROVAL OF MEETING MINUTES**
   - 6.1. *1-10-2023 Regular City Council Meeting
7. **REPORTS OF STANDING COMMITTEES**
   - 7.1. Committee/Commission Agendas And Draft Meeting Minutes
8. **SPECIAL ORDER OF BUSINESS**
   - 8.1. Police Department Employee Of The Year And Officer Of The Year (City Manager Williams)
9. **UNFINISHED BUSINESS**
10. **NEW BUSINESS**
    - 10.1. *Introduction Of Ordinance 23-02: Amending Chapter 14.03.410, Port Of Bethel, General Provisions, Revenues (Port Commission)
    - 10.2. City Administrative Review Of Alaskabuds, LLC Retail Marijuana Store License Renewal #18735 Located At 660 Third Ave, Suite B (City Manager Williams)
    - 10.3. City Administrative Review Of Essenkay, LLC dba Kusko Kush, Retail Marijuana Store License Renewal #21227 Located At 781 Third Avenue (City Manager Williams)
    - 10.4. City Administrative Review Of Good Vibes Bethel LLC Retail Marijuana Store License Renewal

Posted January 17, 2023 at AC Co., Swanson's, City Hall, and the Post Office.

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Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net **Phone** 907-545-4120

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda.
Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.
The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

#30563 Located At 323 Chief Eddie Hoffman Hwy (City Manager Williams)

11. **REPORTS**
    11.1. Mayor's Report
    11.2. City Manager's Report
    11.3. Clerk's Report
12. **COUNCIL MEMBER COMMENTS**
13. **EXECUTIVE SESSION**
14. **ADJOURNMENT**

Posted January 17, 2023 at AC Co., Swanson's, City Hall, and the Post Office.

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Kevin Morgan, Deputy City Clerk
City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net **Phone** 907-545-4120

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda.
Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.
The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

Regular Meeting
January 10, 2023

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on January 10th, 2023 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.
Mayor Henderson called the meeting to order at 6:31 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Sophie Swope (telephonically) City Council Member Patrick Snow City Council Member Eric Whitney City Council Member Beth Hessler City Council Member Mark Springer Vice-Mayor Henry Batchelor Mayor Rose Henderson
Members Absent:
Also in attendance were the following:
City Manager Peter Williams, City Clerk Lori Strickler, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Sam Santistevan, and Tina Uta, 4H Representatives- Provided an update to the members and the public on the programs and events at 4H.

Item 4.1. - Written Public Comments

No Written Comments were submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Eric Whitney
Seconded by:	Patrick Snow
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Remove 10.1, 10.2, and 10.6 from the Consent Agenda, Council Member Springer.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *12-13-2022 Regular City Council Meeting

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

Port Commission, Council Member Hessler- A meeting was not held due to a lack of a quorum.

Planning Commission, Council Member Swope- The meeting for Thursday was canceled due to lack of public notice.

Community Action Grant Committee, Vice-Mayor Batchelor- A meeting has not been scheduled since the last city council meeting.

Community Parks and Recreation Committee, Council Member Whitney- A meeting was not held due to a lack of a quorum.

Finance Committee, Council Member Henderson- A meeting was not held due to a lack of a quorum.

Public Works Committee, Council Member Springer- A meeting was not held do to a lack of public notice.

Public Safety and Transportation Commission, Council Member Snow- A meeting was not held due to a lack of a quorum.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Budget Ordinance 22-22 (f): Amending The City Of Bethel Fiscal Year 2023 Budget (City Manager Williams)
Mayor Henderson opened the Public Hearing.

No one present to be heard.
Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 22-22(f).

Moved by:	Henry Batchelor
Seconded by:	Patrick Snow
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 23-01: Amending Bethel Municipal Code 2.60.030 Appointment, Term, Vacancy, And Removal Of Members (Council Member Hessler)

Main Motion: Introduce Ordinance 23-01.

Moved by:	Beth Hessler
Seconded by:	Henry Batchelor
In favor:	Beth Hessler, Henry Batchelor, Patrick Snow
Opposed:	Mark Springer, Rose Henderson, Eric Whitney, Sophie Swope
Results:	Motion Fails

Item 10.2. - *Resolution 23-01: City Of Bethel Priorities For The SFY 2024 State Of Alaska Capital Budget (City Manager Williams)

Main Motion: Adopt Resolution 23-01.

Moved by:	Mark Springer
Seconded by:	Patrick Snow
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Motion to amend to strike Priority Number 2.

Moved by:	Mark Springer
Seconded by:	Henry Batchelor
In favor:	None
Opposed:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Results:	Motion Fails

Item 10.3. - *AM 23-01: Appointment Of Committee And Commission Members For A Term Of Three Years (Mayor Henderson)

Passed on the consent agenda.

Item 10.4. - AM 23-02: Approve City Council Member Travel To Juneau For Alaska Municipal League Winter Conference (Council Member Swope)

Main Motion: Approve AM 23-02.

Moved by:	Sophie Swope
Seconded by:	Mark Springer
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Item 10.5. - *IM 23-01: Presentation of the City's Water & Sewer Services Expenditures Compared to Budget for Dec 2022 - Utilities Maintenance and Dec 2022 Water & Wastewater Activity Report (City Manager Williams)

Passed on the consent agenda.

Item 10.6. - *IM 23-02: City Of Bethel Emergency Operations Plan 2023-2028 Completed By DOWL Engineer Firm (City Manager Williams)
Council discussed this item.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Henderson- Condolences to the family and friends of Terry Stonecipher; the current Police Chief of Klawock who served as an officer in our community in the past.

Vice-Mayor Batchelor- Thanked the people keeping the ice road clear and safe.

Council Member Springer- Wished everyone a happy Slaviq. Spoke about the upcoming weather conditions with dropping temperatures. Encouraged families to make sure kids are bundled and safe. Congratulations to former colleagues: CJ McCormick, District 38 State House of Representative; and Mary Peltola, US House of Representatives.

Thanked Tiffany Zulkoski for her service in the legislature.

Council Member Whitney- Bogus 150 Race starts this weekend. There will be extra traffic, including dog teams, on the river; be mindful of river travel.

Council Member Hessler- Thanked the 4-H representatives for coming to speak to the council. Appreciated hearing the Council's point of view on term limits.

Council Member Swope- Glad that the darkest days of winter are behind us and that sunnier days are ahead. Wished everyone a happy Slaviq

Council Member Snow- No comment.

Clerk's Note: The Internet connection was in and out throughout the meeting from 7:34 p.m. to 8:04 p.m.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Henry Batchelor
Seconded by:	Patrick Snow
In favor:	Mark Springer, Rose Henderson, Eric Whitney, Beth Hessler, Henry Batchelor, Patrick Snow, Sophie Swope
Opposed:	None
Results:	Motion Carries

Meeting ended at 8:05 p.m.

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Rose Henderson, Mayor

ATTEST:

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Lori Strickler, City Clerk

CITY OF BETHEL

PUBLIC WORKS COMMITTEE

WEDNESDAY, JANUARY 18, 2023, 5:30 PM

LOCATION: **300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA**
JOIN ZOOM MEETING: HTTPS://US06WEB.ZOOM.US/J/85078472765?PWD=UI90CGN4OTVQSFPPMZVETGGZC2NZUT09

MEETING ID: 850 7847 2765
PASSCODE: 220460
888 475 4499 US TOLL-FREE 833 548 0276 US TOLL-FREE
833 548 0282 US TOLL-FREE 877 853 5257 US TOLL-FREE

MEMBERS		STAFF
Ryan Butte	Alyssa Leary	Bill Arnold, Ex Officio Member
Juan Delgado	Mark Springer, Council Rep.	pwadmin@cityofbethel.net
		907-543-3110

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

A. Please submit written public comments to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

A. July 20, 2022 Meeting Minutes

B. August 17, 2022 Meeting Minutes

C. September 21, 2022 Regular Meeting Minutes

D. October 19, 2022 Meeting Minutes

E. November 16, 2022 Meeting Minutes

VI. UNFINISHED BUSINESS

A. Amending BMC 08.12.020 and 08.12.030, Related to Plastic Bags And Disposable Food Service Ware

B. Follow Up On Recommendation For Code Enforcer Position

C. Evaluation Of Committees 2022 Goals, Tasks And Priorities

D. Bethel Comprehensive Plan Update-Committee Review And Input

E. Creating A Street Sweeping Policy/Municipal Code Requiring Owners Of Paved Roads To Have And Follow A Street Sweeping Policy (Butte)

VII. NEW BUSINESS

A. Election of Chair and Vice-Chair

B. Review of Committee Duties and Responsibilities and Determination of Committee Topics of Interest

Posted January 11, 2023 at City Hall, AC Co., Swanson's, and the Post Office.

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Name, Ex-Officio Staff

for 2023

VIII. EX OFFICIO REPORT

A. Ex Officio Members and Department Head's Monthly Report

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted January 11, 2023 at City Hall, AC Co., Swanson’s, and the Post Office.

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Name, Ex-Officio Staff

CITY OF BETHEL
PORT COMMISSION
MONDAY, JANUARY 16, 2023, 7:00 PM
LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

THE PUBLIC CAN PARTICIPATE VIRTUALLY BY ZOOM OR CONFERENCE CALL ONLY.
EMAILED PUBLIC COMMENTS WILL BE ACCEPTED. SEE BELOW

JOIN ZOOM MEETING HTTPS://US06WEB.ZOOM.US/J/9509539812?PWD=B1JVRYTSZMHJA25UODV4WW5KL2R6ZZ09
MEETING ID: 851 1379 4718 **PASSCODE: 239023**
DIAL BY LOCATION

253 215 8782 US (TACOMA) 346 248 7799 US (HOUSTON) 669 900 9128 US (SAN JOSE)	301 715 8592 US (DC) 312 626 6799 US (CHICAGO) 646 558 8656 US (NEW YORK)	83 833 548 0276 US TOLL-FREE 833 548 0282 US TOLL-FREE	877 853 5257 US TOLL-FREE 888 475 4499 US TOLL-FREE

MEMBERS		STAFF
Alan Murphy, Chair	Rich Pope, Vice-Chair	Wendy Wade, Ex Officio Member
Stacey Reardon	Beth Hessler, Council Rep.	Ed Flores, Ex Officio Member
		port@cityofbethel.net
		907-543-2310

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON
A. Please submit written public comments to port@cityofbethel.net by 4:00 p.m. the day of the meeting.
IV. APPROVAL OF AGENDA
V. APPROVAL OF MEETING MINUTES
A. APPROVAL OF Approval of Minutes from - 11/21/2022, 12/19/2022
VI. SPECIAL ORDER OF BUSINESS
A. Election of Chair and Vice-Chair
VII. UNFINISHED BUSINESS
VIII. NEW BUSINESS
A. Review of Committee/Commission Duties and Responsibilities

B. Approval of Committee/Commission Regular Meeting Calendar
IX. EX OFFICIO REPORT
A. December 2022 Managers Report
X. MEMBER COMMENTS
XI. ADJOURNMENT

Posted January 11, 2023 at City Hall, AC Co., Swanson's, and the Post Office.

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Name, Ex-Officio Staff

CITY OF BETHEL

PLANNING COMMISSION MEETING-- CANCELLED

Thursday January 12, 2023, 6:30 p.m.

LOCATION: City Hall Council Chamber/or virtual via Zoom

ADDRESS: **300 CHIEF EDDIE HOFFMAN HIGHWAY**

COMMISSION MEMBERS:		**STAFF:**
Kathy Hanson, *Chair* Lorin Bradbury, *Vice-Chair* Alex Wasierski Shadi Rabi	Stanley Hoffman Jr. Jessica Schroeder Haley Hanson, *Alternate* Greg Morgan, *Alternate* Sophie Swope, *Council Rep.*	**ADMIN ASST.:** Pauline Boratko **EMAIL:** planning@cityofbethel.net **PHONE:** 907-543-5301 **WEBSITE**: www.cityofbethel.org

THE REGULAR JANUARY 2023 MEETING IS CANCELLED DUE TO THE LACK OF PUBLIC NOTICE.

Posted January 9, 2023 at City Hall, AC Co., Swanson's, and the Post Office.

Name, Ex-Officio Staff

CITY OF BETHEL
COMMUNITY PARKS AND RECREATION COMMITTEE
MONDAY, JANUARY 9, 2023, 6:00 PM

LOCATION: **300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA**
JOIN ZOOM MEETING:HTTPS://US06WEB.ZOOM.US/J/83957123243?PWD=ZDGVDNVHBNJLQKFKOXN3VFPZVEPKQT09
MEETING ID: 839 5712 3243
PASSCODE: 554431
PHONE NUMBERS: 888 475 4499 US TOLL-FREE 833 548 0276 US TOLL-FREE
833 548 0282 US TOLL-FREE 877 853 5257 US TOLL-FREE

MEMBERS		STAFF
Brian Lefferts, Chair	Jessica Pew	Peter Williams, City Manager
Kathy Hanson	Beverly Hoffman	pwadmin@cityofbethel.net
Michelle DeWitt	Brian Jackson	907-543-3110
Eric Whitney, Council Rep.		

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

A. Please submit written public comments to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

A. November 14, 2022 Meeting Minutes

B. December 12, 2022 Meeting Minutes

VI. UNFINISHED BUSINESS

A. YKHC/KUC Boardwalk Development

B. Phase II Of The YK Fitness Center

- Feasibility Study
- Ideas To Improve Operation For The YK Fitness Center
- Potential Revenue Streams/Budget Information For The YK Fitness Center
- Recommendation To Allocate Funding To The YK Fitness Center's Dedicated Fund An Amount Equal To Utitlity Expenses For Fiscal Year

C. Request for Proposal Released-YK Fitness Center Operations And Recreational Services

D. Pinky's Park Use Of Space Consideration To Help Support Current Activities and Growth (Lefferts)

E. Review And Prioritize Trail Routs for Trail Development (Lefferts)

F. Dumpster Placement Within Community Parks To Improve Littering

G. YK Fitness Center Operational Budget Change from Enterprise Fund to General Fund (Lefferts)

Posted January 3, 2023 at City Hall, AC Co., Swanson's, and the Post Office.

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Name, Ex-Officio Staff

H. YK Fitness Center Review Of Fiscal Year 2022 Operational Budget's Expenditures, Revenues, Transfers (Lefferts)

I. Plan for Larson Park (Pew)

J. Temperatures of YK Fitness Center Pool and Hot Tub (Pew)

VII. NEW BUSINESS

A. Election of Chair and Vice-Chair

B. Review of Committee/Commissions Duties

VIII. EX OFFICIO REPORT

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted January 3, 2023 at City Hall, AC Co., Swanson's, and the Post Office.

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Name, Ex-Officio Staff

Introduced by:	Port Commission
Date:	January 24, 2023
Public Hearing:	February 14, 2023
Action:	
Vote:	

CITY OF BETHEL, ALASKA

ORDINANCE #23-02

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 14.03.410, PORT OF BETHEL, GENERAL PROVISIONS, REVENUES

WHEREAS, Bethel Municipal Code Chapter 14.03.410 does not currently distinguish between incoming and outgoing fuel transfers,

WHEREAS, The City of Bethel currently only charges for incoming fuel transfers,

WHEREAS, The Port of Bethel Terminal Tariff #005 authorizes the City to charge for both incoming and outgoing fuel transfers,

WHEREAS, The Bethel Port Commission would like to start charging for fuel transfers both into and out of Bethel.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that:

<u>Section 1</u>. <u>Classification</u>. This ordinance is permanent in nature and shall become part of the Bethel Municipal Code.

<u>Section 2. Amendment</u>. The Bethel Municipal Code 14.03.410, is amended, old language is stricken, and new language is underlined.

14.03.010 Port of Bethel, General Provisions, Revenues

A. Six cents ($0.06) of each dollar of fuel through-put revenue generated by the port <u>on both inbound and outbound transfers</u> shall be transferred to designated accounts as follows:

1. Two cents ($0.02) of fuel through-put revenue generated at the port shall be transferred to a designated deferred seawall maintenance account ~~upon payment~~;

~~2. Two cents ($0.02) of fuel through-put revenue generated at the port shall be transferred to a designated deferred municipal dock fund account; and~~

~~3~~ 2. Two cents ($0.02) of fuel through-put revenue generated at the port shall be transferred to a designated fund for the small boat harbor.

B. All other revenues, including the remaining ($0.02) of fuel through-put revenue, produced by the port excluding amounts received from fines imposed under this title shall be held in the port enterprise fund for the maintenance and operation of the port.

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS __ DAY OF FEBRUARY 2023, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

____
Rose Henderson, Mayor

____
Lori Strickler, City Clerk

City of Bethel

Administration
P.O. Box 1388 Bethel, Alaska 99559
Phone # 907-543-1371
Fax # 907-543-4171

January 5, 2023

Bethel City Council
P.O. Box 1388
300 state highway
Bethel, AK 99559

Mayor, Vice-Mayor, and Members of City Council;

Regarding the re-issuance of Alaska Buds, a retail marijuana license #18735 is located in Bethel, AK 99559, at 660 3rd Ave. Suite B in Bethel, Alaska.

I have reviewed the Police, Fire, Planning, and Fiance Departments' comments regarding Alaska Buds selling marijuana. I do not object to the re-issuance of this license.

Sincerely,

Peter Williams
City Manager, City of Bethel

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

Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal 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. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Essenkay, LLC	**License Number:**	21227		
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Avenue				
City:	Bethel	**State:**	Alaska	**ZIP:**	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Jared Karr
Title:	Member

Section 3 – Violations & Charges

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

	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	JK
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	JK
I certify that a notice of violation has **not** been issued for this license.	JK

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	

Form MJ-20: 2022-2023 Renewal 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 no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	J.K
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.	JK
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	JK
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	JK
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	JK
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	JK
By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.	

If multiple licenses are held, list all license numbers below:

N/A

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

Jared Karr
Printed name of licensee

Jared Karr
Signature of licensee

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

Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal 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. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Essenkay, LLC	**License Number:**	21227		
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Avenue				
City:	Bethel	**State:**	Alaska	**ZIP:**	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Naim Sabani
Title:	Member

Section 3 – Violations & Charges

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

	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	N.S.
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	N.S.
I certify that a notice of violation has **not** been issued for this license.	N.S.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	

Form MJ-20: 2022-2023 Renewal Application Certifications

Section 4 – Certifications

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

Statement	Initials
I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	N.S.
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.	N.S.
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	N.S.
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	N.S.
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	N.S.
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	N.S.
By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.	

If multiple licenses are held, list all license numbers below:

N/A

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

Naim Sabani

Printed name of licensee

Signature of licensee

License Number: 21227
License Status: Active-Operating
License Type: Retail Marijuana Store
Doing Bu ine A Ku ko Ku h
Business License Number: 2084675
Designated Licensee: Jared Karr
Email Address: kuskokush@gmail.com
Local Government Bethel
Local Government 2:
Community Council:
Latitude, Longitude: 60.795355, -161.761337
Phy ical Addre 781 3rd Avenue
Bethel, AK 99559
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10096634
Alaska Entity Name: Essenkay, LLC
Phone Number: 907-545-4977
Email Address: kuskokush@gmail.com
Mailing Address: PO BOX 2343
BETHEL, AK 99559
UNITED STATES

Entity Official #1

Type: Individual
Name: Jared Karr
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-545-4977
Email Address: kuskokush@gmail.com
Mailing Address: PO Box 2511
Bethel, AK 99559
UNITED STATES

Entity Official #2

Type: Individual
Name Naim Sabani
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-545-4977
Email Addre ku koku h@gmail com
Mailing Address: PO Box 2343
Bethel, AK 99559
UNITED STATES

Note: *No affiliates entered for this license.*

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2020-000043-0
Recording Dist: 402 - Bethel
1/14/2020 11:38 AM Pages: 1 of 2

File for Record at Request of:
First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: **City of Bethel**
Address: **P.O. Box 1388**
Bethel, AK 99559
File No.: **0201-3372768 (PP)**

QUIT CLAIM DEED

THE GRANTOR, **City of Bethel**, whose address is **P.O. Box 1388, Bethel, AK 99559**, for and in consideration of **Ten Dollars ($10.00)**, conveys and quit claims to **Essenkay, LLC**, whose address is **P.O. Box 2511, Bethel, AK 99559**, the following described real estate, situated in the Recording District of **Bethel, Fourth** Judicial District, State of **Alaska:**

Lot 4, Block 15, TOWNSITE OF BETHEL, U.S. SURVEY NO. 3230A AND U.S. SURVEY NO. 3230B, according to the official plat thereof, Records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

together with all after acquired title of the Grantor(s) therein.

Dated: January 9th, 2020.

W. L. Howell

Bill Howell
City Manager

STATE OF Alaska)
) ss.
Fourth Judicial District)

THIS IS TO CERTIFY that on this 9th **day of January, 2020,** before me the undersigned Notary Public, personally appeared **Bill Howell,** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Lori Strickler

Notary Public in and for Alaska
My commission expires Aug. 12, 2020

LORI STRICKLER
Notary Public, State of Alaska
Commission # 111056
My Commission Expires
Aug. 12, 2020

2 of 2
2020-000043-0

eRecorded Document

AFFIDAVIT OF NAIM SHABANI

STATE OF ALASKA)
)ss.
FOURTH JUDICIAL DISTRICT)

Naim Shabani, being first duly sworn, deposes and says as follows:

1. That I am an adult resident of Bethel, Alaska.

2. That I am an adult; competent; and an owner of the Kusko Kush retail marijuana establishment with an application pending before the State of Alaska, and unless stated otherwise, all information is based upon personal knowledge;

3. Lot 4, Block 15, US Survey A & B has a physical location of 781 3rd Avenue in Bethel, Alaska. It also has Latitude, Longitude: 60.795355, - 161.761337

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 2 day of August 2019 at Bethel, Alaska.

NAIM SHABANI

SUBSCRIBED AND SWORN to before me on this 2 day of August 2019 at Bethel, Alaska.

Notary Public in and for Alaska.
My commission expires: 6/7/22

VALERIE MASTOLIER
Notary Public
State of Alaska
My Commission Expires Jun 7, 2022

<u>AFFIDAVIT OF JARED KARR</u>

STATE OF ALASKA)
)ss.
FOURTH JUDCIAL DISTRICT)

Jared Karr, being first duly sworn, deposes and says as follows:

1. That I am an adult resident of Bethel, Alaska.

2. That I am an adult; competent; and an owner of the Kusko Kush retail marijuana establishment with an application pending before the State of Alaska, and unless stated otherwise, all information is based upon personal knowledge;

3. Lot 4, Block 15, US Survey 3230 A & B has a physical location of 781 3rd Avenue in Bethel, Alaska. It also has Latitude, Longitude: 60.795355, -161.761337.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 1st day of August 2019 at Bethel, Alaska.

____
Jared Karr

SUBSCRIBED AND SWORN to before me on this 1 day of August 2019 at Bethel, Alaska.

Notary Public
JIM J. VALCARCE
State of Alaska
My Commission Expires Jan. 24, 2022

____
Notary Public in and for Alaska.
My commission expires: 1/24/22

Notary Public
JIM J. VALCARCE
State of Alaska
My Commission Expires Jan. 24, 2022

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 20, 2022

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Essenkay, LLC
DBA: Kusko Kush
VIA email: kuskokush@gmail.com
CC: n/a
Local Government: Bethel
Via Email: lstrickler@cityofbethel.net ; lbakalar@cityofbethel.net
Community Council: n/a
Via Email: n/a
CC: n/a

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store #21227 Combined Renewal Notice

License Number:	#21227
License Type:	Retail Marijuana Store
Licensee:	Essenkay, LLC
Doing Business As:	Kusko Kush
Physical Address:	781 3rd Avenue Bethel, AK 99559
Designated Licensee:	Jared Karr
Phone Number:	907-545-4977
Email Address:	kuskokush@gmail.com

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2022/2023 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(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.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. 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 renewal, 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.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

Joan M. Wilson

Joan M. Wilson, Director
907-269-0350

Alaska Entity #10096634

State of Alaska

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

Certificate of Organization

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

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

Essenkay, LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **December 21, 2018**.

Julie Anderson
Commissioner

AK Entity #: 10096634
Date Filed: 12/21/2018
State of Alaska, DCCED

THE STATE of ALASKA

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

FOR DIVISION USE ONLY

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Articles of Organization

Domestic Limited Liability Company

1 - Entity Name

Legal Name: Essenkay, LLC

2 - Purpose

Retail Sales

3 - NAICS Code

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

4 - Registered Agent

Name: Naim Sabani
Mailing Address: PO BOX 2343, Bethel, AK 99559-2343
Physical Address: 428 Napakiak Dr., Bethel, AK 99559-2343

5 - Entity Addresses

Mailing Address: PO BOX 2343, Bethel, AK 99559-2343
Physical Address: 428 Napakiak Dr., Bethel, AK 99559-2343

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Naim Sabani			Organizer
Jared Karr			Organizer

Name of person completing this online application

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

Name: Naim Sabani

THE STATE of ALASKA

FOR DIVISION USE ONLY

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

Limited Liability Company

Initial Biennial Report

Web-12/21/2018 8:36:32 PM

Entity Name: Essenkay, LLC
Entity Number: 10096634
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Naim Sabani
Physical Address: 428 NAPAKIAK DR., BETHEL, AK 99559-2343
Mailing Address: PO BOX 2343, BETHEL, AK 99559-2343

Entity Physical Address:	428 NAPAKIAK DR., BETHEL, AK 99559-2343
Entity Mailing Address:	PO BOX 2343, BETHEL, AK 99559-2343

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

Name	Address	% Owned	Titles
Naim Sabani	PO BOX 2343, Bethel, AK 99559-2343	80	Member
Jared Karr	PO BOX 2511, Bethel, AK 99559-2511	20	Member

NAICS Code: 453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)
New NAICS Code (optional):

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

Name: Naim Sabani

THE STATE of AL[...]
Department [...]elopment
Division of [...]ing

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Juneau
APR 04 2019
CBPL

V35 DA

Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important: AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— *AS 10.50.860-.870*

2. Fee: ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information: AS 10.50.765

Entity Name: ESSENKAY, LLC

Alaska Entity Number: 10096634

K2436678

4. REMOVE from Record:	AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

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Juneau
APR 04 2019
CBPL

Name: ______________________ Name: ______________________

Name: ______________________ Name: ______________________

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:	AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	**COMPLETE MAILING ADDRESS**	**% OWNED**	**MEMBER**	Manager
NAIM SABANI	PO BOX 2343 BETHEL, AK 99559	50	x	
JARED KARR	PO BOX 2511 BETHEL, AK 99559	50	x	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:	AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: [signature] Date: 03-26-19

Printed Name: NAIM SABANI

Title of Authorized Signer: ☒ Member ☐ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

THE STATE of ALASKA

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

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Domestic Limited Liability Company

2022 Biennial Report

For the period ending December 31, 2021

Due Date: This report along with its fees are due by January 2, 2022

Fees: If postmarked before February 2, 2022, the fee is $100.00.
If postmarked on or after February 2, 2022 then this report is delinquent and the fee is $137.50.

Entity Name: Essenkay, LLC
Entity Number: 10096634
Home Country: UNITED STATES
Home State/Prov.: ALASKA

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

Name: Naim Sabani
Physical Address: 428 NAPAKIAK DR., BETHEL, AK 99559-2343
Mailing Address: No address on record.

Entity Physical Address:	428 Napakiak Dr. Bethel, AK 99559
Entity Mailing Address:	P.O. Box 2343 Bethel, AK 99559

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

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

Full Legal Name	Complete Mailing Address	% Owned	Member
Naim Sabani	P.O. Box 2343 Bethel, AK 99559	50	X
Jared Karr	P.O. Box 2511 Bethel, AK 99559	50	X

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

K3191336

Purpose: Retail Sales

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

New NAICS Code (optional):

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Juneau
JAN 20 2022
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Signature: This form is for use by the named entity only. Only persons who are authorized by the Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. By signing you acknowledge you have read this and understand it.

Signature ____________ Print Name Naim Sabani Date 01-18-22

OPERATING AGREEMENT
of
Essenkay, LLC

This Operating Agreement (the "Agreement") made and entered into this 22nd day of December, 2018 (the "Execution Date"),

BETWEEN:

Jared Karr of PO Box 2511, Bethel, AK 99559, and
Naim Shabani of PO Box 2343, Bethel, AK, 99559

(individually the "Member" and collectively the "Members").

BACKGROUND:

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

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

Formation

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

Name

2. The name of the Company will be Essenkay, LLC.

Purpose

3. The purpose of this company is Marijuana Retail Sales.

Term

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

Place of Business

5. The Principal Office of the Company will be located at 781 3rd Avenue, Bethel, AK 99559 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Jared Karr	This Member will contribute managerial duties.	$0.00
Naim Shabani	This Member will contribute managerial duties.	$0.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in equal proportions.

8. Each Member will receive an equal share of any Distribution.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

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

Additional Contributions

13. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

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

Interest on Capital

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

Management

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

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. While a person is a Member of the Company, and for a period of at least two years after that person ceases to be a Member, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

Duty to Devote Time

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

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

22. Regular meetings of the Members will be held annually.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.

25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. No Member may voluntarily withdraw from the Company for a period of one year from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least three months prior to withdrawal.

27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

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

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

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

33. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

34. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

35. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

36. Where a Member's financial interest in the Company is assigned to another party who is not an existing Member, that party will be treated as a new Member. An assignment of full membership status inclusive of all duties, obligations, and rights held by the previous Member will be governed by the conditions described under the Admission of New Members section of this Agreement.

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

Valuation of Interest

38. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.

39. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

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

Dissolution

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

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

a. in satisfaction of liabilities to creditors except Company obligations to current Members;

b. in satisfaction of Company debt obligations to current Members; and then

c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

43. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company.

b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

44. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

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

Banking and Company Funds

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

Audit

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

Tax Treatment

48. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Elections

49. The Company will elect out of the application of Chapter 63 Subchapter C of the Internal Revenue Code of 1986, in each taxable year in which it is eligible to do so in accordance with Section 6221(b), by making that election in a timely filed return for such taxable year disclosing the name and taxpayer identification number of each Member.

Annual Report

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

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

Goodwill

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

Governing Law

52. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

53. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

54. No Member may do any act in contravention of this Agreement.

55. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

56. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

57. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

58. No Member may confess a judgment against the Company.

59. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

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

Liability

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

Liability Insurance

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

Life Insurance

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

Actions Requiring Unanimous Consent

64. The following actions will require the unanimous consent of all Members:

   a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

   b. Releasing any Company claim except for payment in full.

Amendment of this Agreement

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

Title to Company Property

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

Miscellaneous

67. Time is of the essence in this Agreement.

68. This Agreement may be executed in counterparts.

69. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

71. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

72. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

73. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

74. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

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

a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

c. "Distributions" means a payment of Company profits to the Members.

d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 22nd day of December, 2018.

Jared Karr (Member)

Naim Shabani (Member)

City of Bethel
Administration
P.O. Box 1388 Bethel, Alaska 99559
Phone # 907-543-1371
Fax # 907-543-4171

January 5, 2023

Bethel City Council
P.O. Box 1388
300 state highway
Bethel, AK 99559

Mayor, Vice-Mayor, and Members of City Council;

In the matter of the re-insurance of Kusko Kush retail marijuana license # 30563., located in Bethel, AK 99559, Located at 731 Third Ave., Bethel, Alaska.

I have reviewed the Police, Fire, Planning, and Finance Departments' comments regarding renewing Kusko Kush's License to sell marijuana. I do not object to the re-issuance of the Kusko Kush license.

Sincerely
Peter Williams
Peter Williams
City Manager, City of Bethel

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

Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal 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. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Essenkay, LLC			**License Number:**	21227
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Avenue				
City:	Bethel	**State:**	Alaska	**ZIP:**	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Jared Karr
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	JK
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	JK
I certify that a notice of violation has **not** been issued for this license.	JK

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	

Form MJ-20: 2022-2023 Renewal Application Certifications

Section 4 – Certifications

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

Statement	Initials
I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	J.K
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.	JK
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	JK
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	JK
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	JK
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	JK
By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.	

If multiple licenses are held, list all license numbers below:

N/A

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

Jared Karr
Printed name of licensee

Jared Karr
Signature of licensee

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

Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal 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. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Essenkay, LLC	**License Number:**	21227		
License Type:	Retail Marijuana Store				
Doing Business As:	Kusko Kush				
Premises Address:	781 3rd Avenue				
City:	Bethel	**State:**	Alaska	**ZIP:**	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Naim Sabani
Title:	Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	N.S.
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	N.S.
I certify that a notice of violation has **not** been issued for this license.	N.S.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	

Form MJ-20: 2022-2023 Renewal Application Certifications

Section 4 – Certifications

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

Statement	Initials
I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	N.S.
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.	N.S.
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	N.S.
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	N.S.
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	N.S.
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	N.S.
By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.	

If multiple licenses are held, list all license numbers below:

N/A

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

Naim Sabani

Printed name of licensee

Signature of licensee

License Number: 21227
License Status: Active-Operating
License Type: Retail Marijuana Store
Doing Bu ine   A Ku ko Ku h
Business License Number: 2084675
Designated Licensee: Jared Karr
Email Address: kuskokush@gmail.com
Local Government Bethel
Local Government 2:
Community Council:
Latitude, Longitude: 60.795355, -161.761337
Phy ical Addre 781 3rd Avenue
Bethel, AK 99559
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10096634
Alaska Entity Name: Essenkay, LLC
Phone Number: 907-545-4977
Email Address: kuskokush@gmail.com
Mailing Address: PO BOX 2343
BETHEL, AK 99559
UNITED STATES

Entity Official #1

Type: Individual
Name: Jared Karr
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-545-4977
Email Address: kuskokush@gmail.com
Mailing Address: PO Box 2511
Bethel, AK 99559
UNITED STATES

Entity Official #2

Type: Individual
Name Naim Sabani
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-545-4977
Email Addre ku koku h@gmail com
Mailing Address: PO Box 2343
Bethel, AK 99559
UNITED STATES

Note: *No affiliates entered for this license.*

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2020-000043-0

Recording Dist: 402 - Bethel
1/14/2020 11:38 AM Pages: 1 of 2

File for Record at Request of:
First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: **City of Bethel**
Address: **P.O. Box 1388**
Bethel, AK 99559
File No.: **0201-3372768 (PP)**

QUIT CLAIM DEED

THE GRANTOR, **City of Bethel**, whose address is **P.O. Box 1388, Bethel, AK 99559**, for and in consideration of **Ten Dollars ($10.00)**, conveys and quit claims to **Essenkay, LLC**, whose address is **P.O. Box 2511, Bethel, AK 99559**, the following described real estate, situated in the Recording District of **Bethel, Fourth** Judicial District, State of **Alaska:**

Lot 4, Block 15, TOWNSITE OF BETHEL, U.S. SURVEY NO. 3230A AND U.S. SURVEY NO. 3230B, according to the official plat thereof, Records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

together with all after acquired title of the Grantor(s) therein.

Dated: January 9th, 2020.

W. L. Howell III

Bill Howell
City Manager

eRecorded Document

STATE OF Alaska)
) ss.
Fourth Judicial District)

THIS IS TO CERTIFY that on this 9th **day of January, 2020,** before me the undersigned Notary Public, personally appeared **Bill Howell,** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Lori Strickler

Notary Public in and for Alaska
My commission expires Aug. 12, 2020

LORI STRICKLER
Notary Public, State of Alaska
Commission # 111056
My Commission Expires
Aug. 12, 2020

<u>AFFIDAVIT OF NAIM SHABANI</u>

STATE OF ALASKA)
)ss.
FOURTH JUDCIAL DISTRICT)

Naim Shabani, being first duly sworn, deposes and says as follows:

1. That I am an adult resident of Bethel, Alaska.

2. That I am an adult; competent; and an owner of the Kusko Kush retail marijuana establishment with an application pending before the State of Alaska, and unless stated otherwise, all information is based upon personal knowledge;

3. Lot 4, Block 15, US Survey A & B has a physical location of 781 3rd Avenue in Bethel, Alaska. It also has Latitude, Longitude: 60.795355, - 161.761337

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 2 day of August 2019 at Bethel, Alaska.

NAIM SHABANI

SUBSCRIBED AND SWORN to before me on this 2 day of August 2019 at Bethel, Alaska.

Notary Public in and for Alaska.
My commission expires: 6/7/22

VALERIE MASTOLIER
Notary Public
State of Alaska
My Commission Expires Jun 7, 2022

AFFIDAVIT OF JARED KARR

STATE OF ALASKA)
)ss.
FOURTH JUDCIAL DISTRICT)

Jared Karr, being first duly sworn, deposes and says as follows:

1. That I am an adult resident of Bethel, Alaska.

2. That I am an adult; competent; and an owner of the Kusko Kush retail marijuana establishment with an application pending before the State of Alaska, and unless stated otherwise, all information is based upon personal knowledge;

3. Lot 4, Block 15, US Survey 3230 A & B has a physical location of 781 3rd Avenue in Bethel, Alaska. It also has Latitude, Longitude: 60.795355, -161.761337.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 1st day of August 2019 at Bethel, Alaska.

Jared Karr

SUBSCRIBED AND SWORN to before me on this 1 day of August 2019 at Bethel, Alaska.

Notary Public
JIM J. VALCARCE
State of Alaska
My Commission Expires Jan. 24, 2022

Notary Public in and for Alaska.
My commission expires: 1/24/22

Notary Public
JIM J. VALCARCE
State of Alaska
My Commission Expires Jan. 24, 2022

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

December 20, 2022

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Essenkay, LLC
DBA: Kusko Kush
VIA email: kuskokush@gmail.com
CC: n/a
Local Government: Bethel
Via Email: lstrickler@cityofbethel.net ; lbakalar@cityofbethel.net
Community Council: n/a
Via Email: n/a
CC: n/a

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store #21227 Combined Renewal Notice

License Number:	#21227
License Type:	Retail Marijuana Store
Licensee:	Essenkay, LLC
Doing Business As:	Kusko Kush
Physical Address:	781 3rd Avenue Bethel, AK 99559
Designated Licensee:	Jared Karr
Phone Number:	907-545-4977
Email Address:	kuskokush@gmail.com

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2022/2023 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(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.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. 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 renewal, 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.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

Joan M. Wilson

Joan M. Wilson, Director
907-269-0350

Alaska Entity #10096634

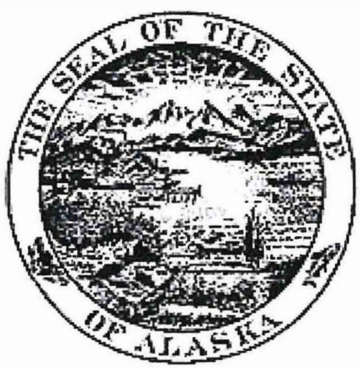
State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

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

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

Essenkay, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **December 21, 2018**.

Julie Anderson
Commissioner

AK Entity #: 10096634
Date Filed: 12/21/2018
State of Alaska, DCCED

THE STATE of ALASKA

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

FOR DIVISION USE ONLY

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Articles of Organization

Domestic Limited Liability Company

1 - Entity Name

Legal Name: Essenkay, LLC

2 - Purpose

Retail Sales

3 - NAICS Code

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

4 - Registered Agent

Name: Naim Sabani
Mailing Address: PO BOX 2343, Bethel, AK 99559-2343
Physical Address: 428 Napakiak Dr., Bethel, AK 99559-2343

5 - Entity Addresses

Mailing Address: PO BOX 2343, Bethel, AK 99559-2343
Physical Address: 428 Napakiak Dr., Bethel, AK 99559-2343

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Naim Sabani			Organizer
Jared Karr			Organizer

Name of person completing this online application

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

Name: Naim Sabani

AK Entity #: 10096634
Date Filed: 12/21/2018
State of Alaska, DCCED

THE STATE of ALASKA

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

FOR DIVISION USE ONLY

Limited Liability Company

Initial Biennial Report

Web-12/21/2018 8:36:32 PM

Entity Name: Essenkay, LLC
Entity Number: 10096634
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent
Name: Naim Sabani
Physical Address: 428 NAPAKIAK DR., BETHEL, AK 99559-2343
Mailing Address: PO BOX 2343, BETHEL, AK 99559-2343

Entity Physical Address: 428 NAPAKIAK DR., BETHEL, AK 99559-2343

Entity Mailing Address: PO BOX 2343, BETHEL, AK 99559-2343

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

Name	Address	% Owned	Titles
Naim Sabani	PO BOX 2343, Bethel, AK 99559-2343	80	Member
Jared Karr	PO BOX 2511, Bethel, AK 99559-2511	20	Member

NAICS Code: 453998 - ALL OTHER MISCELLANEOUS STORE RETAILERS (EXCEPT TOBACCO STORES)
New NAICS Code (optional):

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

Name: Naim Sabani

AK Entity #: 10096634
Date Filed: 04/04/2019
State of Alaska, DCCED

THE STATE of AL
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Division of ... ing

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Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important: AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— *AS 10.50.860-.870*

2. Fee: ☒ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information: AS 10.50.765

Entity Name: ESSENKAY, LLC

Alaska Entity Number: 10096634

K2436678

4. REMOVE from Record:	AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

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Juneau
APR 04 2019
CBPL

Name: ______________________ Name: ______________________

Name: ______________________ Name: ______________________

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:	AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	**COMPLETE MAILING ADDRESS**	**% OWNED**	**MEMBER**	Manager
NAIM SABANI	PO BOX 2343 BETHEL, AK 99559	50	x	
JARED KARR	PO BOX 2511 BETHEL, AK 99559	50	x	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:	AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: [signature] Date: 03-26-19

Printed Name: NAIM SABANI

Title of Authorized Signer: ☒ Member ☐ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

AK Entity #: 10096634
Date Filed: 01/20/2022
State of Alaska, DCCED

THE STATE of ALASKA

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

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Domestic Limited Liability Company

2022 Biennial Report

For the period ending December 31, 2021

Due Date: This report along with its fees are due by January 2, 2022

Fees: If postmarked before February 2, 2022, the fee is $100.00.
If postmarked on or after February 2, 2022 then this report is delinquent and the fee is $137.50.

Entity Name: Essenkay, LLC
Entity Number: 10096634
Home Country: UNITED STATES
Home State/Prov.: ALASKA

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

Name: Naim Sabani
Physical Address: 428 NAPAKIAK DR., BETHEL, AK 99559-2343
Mailing Address: No address on record.

Entity Physical Address:	428 Napakiak Dr. Bethel, AK 99559
Entity Mailing Address:	P.O. Box 2343 Bethel, AK 99559

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

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

Full Legal Name	Complete Mailing Address	% Owned	Member
Naim Sabani	P.O. Box 2343 Bethel, AK 99559	50	X
Jared Karr	P.O. Box 2511 Bethel, AK 99559	50	X

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

K3191336

Purpose: Retail Sales

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

New NAICS Code (optional): [ ]

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Juneau
JAN 20 2022
CBPL

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

Signature ______ Print Name Naim Sabani Date 01-18-22

OPERATING AGREEMENT
of
Essenkay, LLC

This Operating Agreement (the "Agreement") made and entered into this 22nd day of December, 2018 (the "Execution Date"),

BETWEEN:

Jared Karr of PO Box 2511, Bethel, AK 99559, and
Naim Shabani of PO Box 2343, Bethel, AK, 99559

(individually the "Member" and collectively the "Members").

BACKGROUND:

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

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

Formation

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

Name

2. The name of the Company will be Essenkay, LLC.

Purpose

3. The purpose of this company is Marijuana Retail Sales.

Term

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

Place of Business

5. The Principal Office of the Company will be located at 781 3rd Avenue, Bethel, AK 99559 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Jared Karr	This Member will contribute managerial duties.	$0.00
Naim Shabani	This Member will contribute managerial duties.	$0.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in equal proportions.

8. Each Member will receive an equal share of any Distribution.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

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

Additional Contributions

13. No Member will be required to make Additional Contributions. Any changes to Capital Contributions will not affect any Member's Interests except with the unanimous consent of the Members.

14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

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

Interest on Capital

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

Management

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

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. While a person is a Member of the Company, and for a period of at least two years after that person ceases to be a Member, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

Duty to Devote Time

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

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

22. Regular meetings of the Members will be held annually.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.

25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. No Member may voluntarily withdraw from the Company for a period of one year from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least three months prior to withdrawal.

27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.

28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

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

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.

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

33. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.

34. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

35. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

36. Where a Member's financial interest in the Company is assigned to another party who is not an existing Member, that party will be treated as a new Member. An assignment of full membership status inclusive of all duties, obligations, and rights held by the previous Member will be governed by the conditions described under the Admission of New Members section of this Agreement.

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

Valuation of Interest

38. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.

39. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

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

Dissolution

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

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

a. in satisfaction of liabilities to creditors except Company obligations to current Members;

b. in satisfaction of Company debt obligations to current Members; and then

c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

43. The Company will at all times maintain accurate records of the following:

a. Information regarding the status of the business and the financial condition of the Company.

b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.

c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

44. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

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

Banking and Company Funds

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

Audit

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

Tax Treatment

48. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Elections

49. The Company will elect out of the application of Chapter 63 Subchapter C of the Internal Revenue Code of 1986, in each taxable year in which it is eligible to do so in accordance with Section 6221(b), by making that election in a timely filed return for such taxable year disclosing the name and taxpayer identification number of each Member.

Annual Report

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

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

Goodwill

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

Governing Law

52. The Members submit to the jurisdiction of the courts of the State of Alaska for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

53. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

54. No Member may do any act in contravention of this Agreement.

55. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.

56. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

57. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

58. No Member may confess a judgment against the Company.

59. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

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

Liability

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

Liability Insurance

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

Life Insurance

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

Actions Requiring Unanimous Consent

64. The following actions will require the unanimous consent of all Members:

   a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

   b. Releasing any Company claim except for payment in full.

Amendment of this Agreement

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

Title to Company Property

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

Miscellaneous

67. Time is of the essence in this Agreement.

68. This Agreement may be executed in counterparts.

69. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

71. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

72. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.

73. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.

74. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

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

   a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.

   b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

   c. "Distributions" means a payment of Company profits to the Members.

   d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.

   e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

   f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).

   g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

   h. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 22nd day of December, 2018.

Jared Karr (Member)

Naim Shabani (Member)

City of Bethel

Administration
P.O. Box 1388 Bethel, Alaska 99559
Phone # 907-543-1371
Fax # 907-543-4171

January 9, 2023

Bethel City Council
P.O. Box 1388
300 state highway
Bethel, AK 99559

Mayor, Vice-Mayor, and Members of City Council;

Regarding the re-issuance of Good Vibes LLC., a retail marijuana license # 30563., located in Bethel, AK 99559, Located at 323 Chief Eddie Hoffman Highway in Bethel, Alaska.

I have reviewed the Police, Fire, Planning, and Fiance Departments' comments regarding Good Vibes LLC selling marijuana. I do not object to the re-issuance of this license.

Sincerely,

Peter A Williams

Peter Williams
City Manager, City of Bethel

Alcohol & Marijuana Control Office

License Number: 30563
License Status: Active-Operating
License Type: Retail Marijuana Store
Doing Bu ine A Good Vibe Bethel
Business License Number: 2136975
Designated Licensee: Brian Glasheen JR
Email Address: asbpg2@gmail.com
Local Government Bethel
Local Government 2: Bethel
Community Council:
Latitude, Longitude: 60.790000, -161.771000
Phy ical Addre 323 Chief Eddie Hoffman Hwy
Bethel, AK 99559
UNITED STATES

Licensee #1

Type: Entity
Alaska Entity Number: 10163025
Alaska Entity Name: Good Vibes LLC
Phone Number: 907-545-1144
Email Address: asbpg2@gmail.com
Mailing Address: 1834 Buccaneer Pl
Anchorage, AK 99501
UNITED STATES

Entity Official #1

Type: Individual
Name: Alexander Wasierski
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-545-3499
Email Address: awasierski@gmail.com
Mailing Address: PO BOX 573
Bethel, AK 99559
UNITED STATES

Entity Official #2

Type: Individual
Name Brian Gla heen JR
SSN: [redacted]
Date of Birth: [redacted]
Phone Number: 907-545-1144
Email Addre a bpg2@gmail com
Mailing Address: 1853 Buccaneer Pl
Anchorage, AK 99501
UNITED STATES

Note: *No affiliates entered for this license.*

AMW Property Management
1834 Buccaneer Pl
Anchorage, AK 99501
907.543.3499 (Alex); 907.545-1144 (Brian or Pat)
Awasierski@gmail.com (Alex) Or Asbpg2@gmail.com (Brian or Pat)

RENTAL LEASE AGREEMENT

This venture of rental is made and entered this 8th day of September, 2021, by and between AMW Property Management, hereinafter called "Landlord" and Good Vibes LLC dba Good Vibes Bethel, hereinafter called "Tenant" for the following property: 323 Chief Eddie Hoffman Hwy, located in Bethel, Alaska.

1. RENT/LATE FEE/NSF FEE

Rent should be $471.70 per month plus sales tax (6%) payable on or before the 1st day of each month in the form of Cosy (Online Deposit),cash, personal check, cashier's check, money order, or deposited in AMW Property Management's checking account (Account deposit information to be provided by Landlord upon request), except that no Rent shall be due until the first day of the first full month immediately following final written approval of Tenant's retail marijuana store license application by the Alaska Marijuana Control Board.

Tenant agrees a $50.00 late fee will be charged if rent is not paid within five (5) days of the due date. The assessment and payment of the $50.00 late fee shall not operate as waiver of any other remedy landlord might have. Landlord and tenant specifically agree that any unpaid portion of the deposit, utility bills, etc., is the responsibility of the tenant. Tenant agrees that failure to pay any unpaid portion of the deposit, utility bills, late fees, NSF fees, and any fines or damages assessed will be deemed "MATERIAL BREACH" of this agreement. Failure of tenant to pay rent by the agreed day of each month or other violation of this agreement shall authorize landlord to terminate this tenancy by giving the appropriate written notice pursuant to Alaska Statute 34.03.220. A $35.00 NSF charge will be assessed on any check submitted to the LANDLORD by TENANT that is returned from the bank. Returned checks will not be resubmitted to the bank by LANDLORD. TENANT will pay the NSF fee plus any late fees and make good the check in the form of a cashier's check, money order, or cash. It is at the LANDLORD'S discretion whether TENANT'S personal check will or will not be accepted for future payments.

2. APPLICATION OF MONIES PAID

TENANT acknowledges that if TENANT incurs charges for late fees, damages, utilities, security deposit, or any other cause, that any monies paid after such charges are incurred shall be applied to the charges first and the remainder shall be applied towards rent. Any balance left owing shall be for unpaid rent and may be subject to a late charge if TENANT'S account is not brought with a zero balance.

3. TERM AND RENEWAL

The term of the rental shall be for a period of 12 months to commence on the 1st day of September, 2021 and ending on the 31st day of August, 2022 (the "Initial Term").

The rental will be automatically renewed for a one (1) year renewal period unless written notice of non-renewal is provided by Tenant at least one (1) month prior to the expiration of the Initial Term or the expiration of any renewal period.

4. USE OF PREMISES

The premises shall be used solely to conduct the business of a marijuana retail store under Alaska state law. TENANT agrees not to use premises or permit the premises to be used for any other purpose with LANDLORD'S consent and not for any unlawful purposes. TENANT and all occupants agree to comply with all rules and regulations now or hereafter adopted by LANDLORD.

TENANT shall permit no extraordinary combustible material to be kept on the premises and shall use every precaution to prevent fire, and shall permit nothing to be done that might increase the premium rates of insurance.

TENANT will not improperly store any toxic or hazardous waste on site. If such items are spilled or dumped on the premises, TENANT will be liable for all clean-up costs.

5. UTILITIES

TENANT agrees to pay the following utilities. Should TENANT fail to have billing transferred, TENANT shall be considered in default of the agreement and will be charged $50.00 handling fee per billing cycle in addition to the utility bill amount until utility is transferred into TENANT'S name.

A. Electricity B. Telephone C. Water/Sewer

6. KEYS AND LOCKS

TENANT is not permitted to change the locks or add locks without prior written consent of LANDLORD, is responsible for all keys issued, and must return all keys and copies made by TENANT to LANDLORD at time of move-out. If TENANT keeps keys after move-out, rent will continue to be charged until keys are returned to LANDLORD. Re-keying charges will come out of the Security Deposit at move-out if all keys are not returned.

7. SECURITY DEPOSIT AGREEMENT

A deposit is required. The deposit shall be $500. The deposit is intended to secure the LANDLORD against all expenses incurred in cleaning and repair upon vacancy. The deposit is also intended to compensate for lost rental revenue in the event the tenant violated a provision of their lease which may cause the tenant to vacate. Security deposits will be requested of the TENANT at the time the lease is signed and first month's rent is paid unless other arrangements have been made by the LANDLORD. Upon vacancy, an inspection will be made of the premises by LANDLORD. The TENANT is required to leave the rental in a clean and move-in re-rentable condition. Actual costs of cleaning and repairs needed to bring the rental to a marketable condition will be deducted from the deposit. Any amount to be refunded or owed to the TENANT or LANDLORD will be notified to the renter within 14 days of the date TENANT delivers possession of the rental.

Should the TENANT move out without giving a proper notice as specified in the lease, the amount of any unpaid rent will be forfeited from the deposit held and LANDLORD will provide an accounting of the security deposit within 30 days. Forfeit of the security deposit will not satisfy the responsibility of the former TENANT to reimburse the LANDLORD for any cleaning, repairs, or lost rent in excess of the deposit held.

All deposits will be held in a trust account separate from operating funds. Any refund of deposit will be made only to the TENANT who made the deposit payment. If premise is rented by more than one person, any refund shall be made to the individual(s) who paid the deposit unless notarized written authorization is given to LANDLORD to distribute to another party.

Upon 30 days' notice to vacate TENANT may not use security deposit toward last month's rent.

8. ASSIGNMENT OR SUBLETTING

TENANT agrees NOT to assign or sublet the premises to any person without written permission of the LANDLORD.

9. ELECTRICAL SYSTEMS

TENANT shall make no electrical connections to any outlet other than those located in the rental and shall in NO WAY modify the electrical system.

10. TENANT'S INSPECTION OF PREMISES

TENANT has inspected the premises and accepts it as in good condition. Failure to make an inspection list within seven (7) days shall be deemed an acceptance of the premises and TENANT will be liable for any damages not reported to LANDLORD.

11. MAINTENANCE AND REPAIRS

TENANT shall notify LANDLORD **IMMEDIATELY** of any repairs needed and LANDLORD shall have access to the premises at any reasonable time for repair, maintenance, or to protect the property. LANDLORD is responsible for the maintenance and repair of any breakage to structure or equipment so long as such breakage was not due to negligence or deliberate wrongful conduct of the TENANT, in which case the TENANT shall be held liable. Under the terms of the State Landlord Tenant Act, the TENANT is responsible to the LANDLORD for any damages or repairs required due to his/her willful acts, negligence, or in some cases his/her failure to act. Please be aware TENANTS are responsible for their GUESTS while on the premises. Cost of repairs is due immediately. Any monies paid are applied to damages first and then towards rent.

A. The TENANT, **NOT** the LANDLORD shall pay for the following repairs:
   1. Plugged toilets or drains where the tenant has plugged them with waste or an object dropped in that will not pass through.
   2. Windows and screens damaged from inside the unit.
   3. Wall receptacles or circuit breakers damaged from overloading. Light fixtures damaged due to use of light bulbs higher than 60 watts.

B. TENANT shall:
   1. Keep the premises as clean and safe as the condition of the premises permits.
   2. Dispose from the premises all ashes, rubbish, garbage, and other waste in a clean and safe manner at reasonable and regular intervals, and shall dispose of such waste in areas specified by LANDLORD.
   3. Use in a reasonable manner all electrical, plumbing, sanitary, heating, furniture, and other facilities and appliances, including entrance to premises.
   4. Not make alterations, repairs, or remodeling without prior consent by LANDLORD, including painting the premises and changing the locks.
   5. Not deliberately or negligently destroy, deface, damage, or remove any part of the premises, appliances, or furnishings located therein, or knowingly allow any person to do so.
   6. Assume all costs of extermination and fumigation for infestations caused by TENANT.
   7. Pay LANDLORD for any damages to the premises, appliances, or furniture caused by deliberate or negligent acts.
   8. Keep smoke detectors and CO detectors in fully operational condition (i.e., plugged in and/or replace batteries) and shall report any inoperable smoke detectors to LANDLORD as soon as possible.
   9. Notify LANDLORD immediately if there is no fire extinguisher in the rental.
   10. No growing or smoking of marijuana or drug usage nor excessive drinking.
   11. **SMOKING IS NOT ALLOWED IN THIS RENTAL.** If TENANT smokes in the rental or allows guests to smoke in the rental, it will result in TENANT being evicted.

12. Yards and parking areas shall not be littered (including cigarette butts) by tenants, family members, or guests. Outside grills are not to be used on decks. MOA code open flame may not be used within 10 feet from a building. TENANTS will be held responsible for any damage caused by improper use of a grill.

12. INSPECTION

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

Landlord acknowledges that, because the Premises is being utilized by Tenant as a licensed marijuana establishment, applicable laws and regulations require that a Tenant representative be present to serve as an escort to Landlord and Landlord's agents during any entry and that Landlord will comply with Tenant's visitor policies. If Tenant is not personally present to permit entry, cannot be reached, or does not provide access, and an entry is necessary or permissible, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office, or other relevant government authority prior to any access of the Premises. Acting under guidance and direction received therefrom, Landlord may enter the same by master key or may forcibly enter the same, without rendering Landlord liable therefore. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the building except as specifically provide for herein.

13. FURNITURE/APPLIANCES

TENANT has examined the premises and furnishings and found them to be in good working condition. If there any exceptions, they will be noted below or on an attached checklist.

TENANT agrees to keep all furniture and property of the LANDLORD in good order and repair, and make good for damage, loss or breakage, excepting ordinary wear and tear through proper use. TENANT will surrender such furnishings and other property of the LANDLORD at the expiration of the term of the rental.

14. PARKING AND MOTOR VEHICLES

LANDLORD shall provide adequate parking for the use of the Premises. TENANT shall use only that parking space designated for such use by LANDLORD. TENANT shall see to it that their guests use only parking spaces designated as guest parking. NO STORING VEHICLES ON PROPERTY.

15. FIRE AND CASUALTY

If premises is destroyed by fire or other casualty, LANDLORD may repair the damage and the rent will be abated for such a period of time as the premises remain unlivable, but if premises is destroyed or so badly damaged that LANDLORD decides it is unadvisable to repair, the agreement shall cease and terminate and rent shall be adjusted to the date that such fire or casualty occurred on a daily basis as herein provided. LANDLORD will not be responsible for damage incurred to any personal property of the TENANT caused by a third party, fire, theft, water damage, etc.

16. TERMINATION FOR NON-PAYMENT OF RENT

If TENANT fails to pay rent by the agreed upon day of the month, a "Demand for Rent and Notice to Vacate" will be issued to the TENANT for all rents due plus any late fees, or other charges that are owed. If full amount due is not paid by cashier's check, cash, or money order within the seven (7) day period after the Notice is served, the tenancy terminates. LANDLORD may terminate the agreement and immediately move to recover possession of the premises in accordance with the Alaska Landlord Tenant Act. Notwithstanding any termination of the tenancy provided therein, TENANT remains responsible for the full rental due for the entire term of this agreement. TENANT agrees that failure to pay any unpaid portion of the deposit, late fees, NSF fees, and any fines or damages assessed will be deemed a "MATERIAL BREACH" of this agreement.

17. BREACH OF AGREEMENT

TENANT'S holdover beyond the expiration of the Term is prohibited. However, failure to vacate Premises at expiration of the Lease shall constitute a tenancy from month-to-month on the same terms and conditions set forth in this Lease, with month-to-month base rent equal to 125% of the rent of the last year of the term

18. EARLY TERMINATION

Early termination prior to the expiration of this agreement normally is not permitted. We have come across cases when the LANDLORD has agreed to release TENANT from their lease early. If the LANDLORD agrees to an early release, TENANT agrees to pay any rent, pro-rated lease-up fee, advertising, utilities, and any other costs the LANDLORD would incur to re-rent. Only after a new tenant is found will the Security Deposit be refunded, as long as no monies are owed LANDLORD.

19. MOVE OUT CLEANING

At the expiration or sooner termination of this Lease, Tenant shall return the Premises to the Landlord in good and clean condition, reasonable wear and tear and damage by fire caused by Tenant or unavoidable casualty for which the Premises has insurance coverage excepted. Under no circumstances shall Landlord take into its possession or remove any abandoned marijuana or marijuana product. If

Tenant fails to remove marijuana or marijuana products from the premises, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office, or other appropriate authority, for instructions regarding removal of such property.

20. TENANT'S BELONGINGS-ABANDONED PROPERTY

Unless otherwise agreed upon in writing, if termination of tenancy for any reason, all personal property left on the premises will be disposed of by LANDLORD five (5) days after the tenancy is terminated and LANDLORD will not be liable for loss or damage for said disposal.

In case of abandonment, where TENANT left the rental and his/her personal belongings or has been absent for seven (7) days or longer without giving notice, all personal property left on the premises will be disposed of by LANDLORD within fifteen (15) days of abandonment and LANDLORD will not be liable for loss or damage for said disposal.

Notwithstanding the foregoing, any marijuana, as defined by AS 17.38, left on the premises will be considered forfeited by Tenant. Under no circumstances shall Landlord take possession of any such marijuana. In case of such event, Landlord shall contact the State of Alaska Alcohol and Marijuana Control Office, or other appropriate authority, for instructions regarding removal of the marijuana. Landlord shall then, without liability for loss thereof or damage thereto, transfer the marijuana to state or local law enforcement authorities or otherwise dispose or the marijuana pursuant to instructions from the relevant authority.

21. COSTS AND ATTORNEY FEES

If by reason of any default or breach on the part of the TENANT, in the performance of any of the provisions of this lease, it becomes necessary for the LANDLORD to employ an attorney, the TENANT agrees to pay all costs, expenses, and reasonable actual attorney's fees expended or incurred by the LANDLORD in connection therewith. If there is any amount owing on TENANT'S account and it is sent to a collection agency, there is an additional $50.00 collection fee charged.

22. ACCIDENTS AND PERSONAL INJURIES

LANDLORD shall not be liable for any loss or damage to person or property in or around said rental by reason of fire, theft, leakage, bursting or overflow of any drains or pipes due to snow, rain, or interruption of utilities, or any other cause, whether it results in damaged suffered by TENANT or his/her family, agents, guests, or any other person. The TENANT shall indemnify and save LANDLORD harmless from such liability unless such liability is the direct result of LANDLORD negligence. LANDLORD shall in no way be responsible for damage of any nature whatsoever to the TENANT. Personal property or TENANT is not insured by LANDLORD against fire, water damage, or theft. Any losses incurred by TENANT due to fire, theft, or water damages shall be borne entirely by TENANT.

23. TENANT STORAGE

The storage of personal property outside the rental shall be in a manner and in areas prescribed by LANDLORD.

24. DISASTER

LANDLORD is not responsible for any personal property loss or damages due to the loss/failure of electricity, heat, water and sewer, refrigeration, telephone, or any other public or privately supplied utility service because of conditions beyond the control of the LANDLORD. This includes both Acts of God and man-made failures and shortcomings. TENANTS also agree to permit LANDLORD to temporarily turn off utilities for the purposes of performing required maintenance.

25. AGENCY DISCLOSURE

AMW Property Management and its agents and staff are employed by and authorized to represent the owner of the property. At no time shall there be implied Agency on behalf of the TENANT.

26. DISPUTE RESOLUTION

The Parties agree to meet and discuss in good faith any dispute arising out of this Agreement. If the Parties are unable to reach a mutual written resolution of the dispute within fifteen (15) days of meeting, then the Parties are free to pursue any and all remedies available to them in equity and at law.

27. GOVERNING LAW

This Lease shall be governed and construed by the laws of the State of Alaska.

28. AMENDMENTS

The parties agree to make any amendments to the Lease that are reasonably necessary to avoid failing to satisfy the requirements of state or federal guidelines regarding marijuana enforcement, as those guidelines and laws may be amended from time to time. All amendments to this Lease shall be in writing and subscribed to by the parties hereto.

-SIGNATURE PAGE FOLLOWS-

I/WE HAVE READ AND RECEIVED A COPY OF THE RENTAL LEASE AGREEMENT AND AGREE TO COMPLY WITH THE POLICIES AND REQUIREMENTS STATED THEREIN.

TENANT(S) SIGNATURE(S):

GOOD VIBES, LLC

By: Alex Wasierski
Alex Wasierski

Its: Member

Date: Oct 1st 2001

By:
Brian Glasheen

Its: Member

Date: Oct 1st 2001

LANDLORD/AGENT SIGNATURE(S):

AMW PROPERTY MANAGEMENT LLC

By: Alex Wasierski
Alex Wasierski

Its: Member

Date: Oct 1st 2001

By:
Brian Glasheen

Its: Member

Date: Oct 1st 2001

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 22, 2022

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Good Vibes LLC
DBA: Good Vibes Bethel
VIA email: asbpg2@gmail.com
CC: n/a
Local Government: Bethel
Via Email: lstrickler@cityofbethel.net ; lbakalar@cityofbethel.net
Community Council: n/a
Via Email: n/a
CC: n/a

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store #30563 Combined Renewal Notice

License Number:	#30563
License Type:	Retail Marijuana Store
Licensee:	Good Vibes LLC
Doing Business As:	Good Vibes Bethel
Physical Address:	323 Chief Eddie Hoffman Hwy Bethel, AK 99559
Designated Licensee:	Brian Glasheen JR
Phone Number:	907-545-1144
Email Address:	asbpg2@gmail.com

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2022/2023 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(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.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. 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 renewal, 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.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

Joan M. Wilson

Joan M. Wilson, Director
907-269-0350

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

December 22, 2022

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Good Vibes LLC
DBA: Good Vibes Bethel
VIA email: asbpg2@gmail.com
CC: n/a
Local Government: Bethel
Via Email: lstrickler@cityofbethel.net ; lbakalar@cityofbethel.net
Community Council: n/a
Via Email: n/a
CC: n/a

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store #30563 Combined Renewal Notice

License Number:	#30563
License Type:	Retail Marijuana Store
Licensee:	Good Vibes LLC
Doing Business As:	Good Vibes Bethel
Physical Address:	323 Chief Eddie Hoffman Hwy Bethel, AK 99559
Designated Licensee:	Brian Glasheen JR
Phone Number:	907-545-1144
Email Address:	asbpg2@gmail.com

☒ **License Renewal Application** ☐ **Endorsement Renewal Application**

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2022/2023 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(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.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. 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 renewal, 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.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

Joan M. Wilson

Joan M. Wilson, Director
907-269-0350

OPERATING AGREEMENT OF
GOOD VIBES LLC

THIS OPERATING AGREEMENT OF GOOD VIBES LLC (the "Operating Agreement") is entered into as of 10/1/21 (the "Effective Date") by BRIAN GLASHEEN, an individual, and ALEXANDER WASIERSKI, an individual, as Members of the GOOD VIBES LLC (the "Company").

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

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

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

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

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

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

1.3 **"Applicable Law"** means all state, county and municipal laws, regulations, administrative codes, policies, licensing schemes, or other legal frameworks regulating the Regulated Industry, including but not limited to Title 17, Chapter 38 of the Alaska Statutes and Title 3, Chapter 306 of the Alaska Administrative Code (or such replacement or successor statutes or codes); provided that if the Regulated Industry becomes legal at the federal level then Applicable Law shall also include federal laws, regulations, administrative codes, policies, licensing schemes, or other legal frameworks regulating the Regulated Industry.

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

1.5 "**Bankruptcy**" means, and a Member shall be deemed "**Bankrupt**" upon, (i) the entry of a decree or order for relief of the Member by a court of competent jurisdiction in any involuntary case involving the Member under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (iii) the ordering of the winding up or liquidation of the Member's affairs; (iv) the filing with respect to the Member of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to Section 305 of the Federal Bankruptcy Code (or any corresponding provision of any future United States bankruptcy law); (v) the commencement by the Member of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (vi) the consent by the Member to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestration, or other similar agent for the Member or for any substantial part of the Member's assets or property; (vii) the making by the Member of any general assignment for the benefit of creditors; or (viii) the failure by the Member generally to pay his or her debts as such debts become due.

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

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

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

1.9 "**Company**" means GOOD VIBES LLC.

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

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

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

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

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

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

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

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

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

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

1.20 **"Regulated Industry"** means any trade in marijuana and marijuana-related products, services, or other commerce that the Company pursues or engages in under this Operating Agreement, including growing, manufacturing, and retailing cannabis and cannabis derivatives and edibles, as well as designing and selling associated accessories, apparel, artwork, and other products, whether carried out in the State of Alaska or in any other jurisdiction in which the Company may legally pursue and carry out the Regulated Industry.

2. FORMATION, NAME, PLACE OF BUSINESS.

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

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

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

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

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

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

2.3 Place of Business. The principal place of business of the Company shall be 1834 Buccaneer Place, Anchorage, AK 99501. The Members may change the principal place of business to such other place within the United States as the Members may determine from time to time. The Members may establish and maintain other offices and additional places of business of the Company in or outside the State of Alaska.

2.4 Registered Office and Registered Agent. The name and address of the initial registered agent of the Company is Brian Glasheen, 1834 Buccaneer Place, Anchorage, AK 99501.

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

3. PURPOSES AND POWERS OF COMPANY.

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

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

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

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

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

5. CAPITAL.

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

5.2 Additional Capital Contributions of the Members. Upon the agreement of all of the Members, a Member may make an Additional Capital Contribution. The Percentage Interest of the Members shall be adjusted to reflect any Additional Capital Contribution when it is made. No Member shall be required to contribute any additional capital to the Company and no Member shall have any personal liability for any Additional Capital Contribution to the Company unless expressly assumed in writing.

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

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

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

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

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

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

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

ANY PARTY EXECUTING THIS OPERATING AGREEMENT ACKNOWLEDGES AND AGREES, AND REPRESENTS AND WARRANTS TO EACH OTHER PARTY TO THIS OPERATING AGREEMENT, THAT HE, SHE OR IT IS OBTAINING THE MEMBERSHIP INTERESTS PROVIDED FOR HEREIN FOR THE PURPOSES OF INVESTMENT AND NOT WITH AN EYE TO DISTRIBUTION, THAT ANY FURTHER SALE OR TRANSFER OF SUCH SECURITIES IS RESTRICTED BY APPLICABLE SECURITIES LAWS AND THIS OPERATING AGREEMENT, AND THAT HE, SHE OR IT SHALL NOT SELL OR TRANSFER SUCH MEMBERSHIP INTERESTS WITHOUT (I) REGISTRATION OR EXEMPTION UNDER THE SECURITIES ACT OF 1933 AND ALL APPLICABLE STATE SECURITIES LAWS AND (II) COMPLIANCE WITH THIS OPERATING AGREEMENT.

6. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS.

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

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

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

7. MANAGEMENT OF COMPANY.

7.1 Management of the Company. The Members shall manage, control, and conduct the business and affairs of the Company.

7.2 Salaries and Contract Rights. The salary, if any, of the Members and/or other officers shall be fixed from time to time by the Members. The Company may enter into management or employment contracts, under such terms and conditions and providing for such compensation as shall be approved by the Members as provided herein, with one or more Members or persons affiliated with the Member.

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

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

A. Manage the affairs and business of the Company;

B. Exercise the authority and powers granted to the Company;

C. Take any and all actions necessary to perfect and maintain the status of the Company as a limited liability company under the Act, including the filing of such certificates and biennial reports and the taking of all other actions required for the continuance of the Company under this Act and the Agreement;

D. Preside at meetings of the Members;

E. Sign all bonds, deeds, mortgages, and any other agreements, and such signature(s) shall be sufficient to bind the Company;

F. Prepare minutes of the Members' meetings and keep them in one or more books provided for that purpose;

G. Authenticate records of the Company;

H. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law;

I. Be custodian of the corporate records;

J. Keep a register of the post office address and other contact information of each Member that shall be furnished by such Member;

K. Have general charge of the Membership Interest transfer books of the Company;

L. Report quarterly to Members on the status of the Company's finances, compliance with applicable regulations, business plan status, and other relevant matters;

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

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

7.3.2 In addition to the duties and powers which the Members may have in accordance with Section 7.5.1, and except as otherwise specifically limited in this Operating Agreement or under applicable law, the Members shall have specific rights and powers required for the management of the business of the Company, including, the right to do the following, only upon a majority vote of the Membership Interests:

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

B. Review and approve annual budgets and operating guidelines;

C. Approve contracts, agreements, and commitments of the Company;

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

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

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

G. Approve all distributions to the Members;

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

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

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

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

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

M. Approve any tax elections of the Company.

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

7.4.1 The admission of additional Members to the Company;

7.4.2 Discontinuance of the Company's business;

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

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

7.4.5 Settlement or confession of judgment in any legal matter;

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

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

7.5 Business Plan and Budget. Each Fiscal Year, commencing with the Fiscal Year beginning on January 1, 2022, the Members shall prepare an annual business plan and operating budget for the Company. Each draft budget shall be delivered to the Members not later than thirty (30) calendar days before the beginning of the Fiscal Year in question. The approval of any draft business plan and budget shall be will be effective upon approval by a majority vote of the Members. Once a draft business plan and budget is approved, it shall be the "Annual Business Plan and Budget" for the Company for the Fiscal Year in question. The "Initial Business Plan and Budget" for the partial Fiscal Year 2020 - 2021 shall be prepared by the Members promptly after execution of this Agreement and submitted to the Members for approval.

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

7.7 Conflicts of Interest. Subject to the limitations of AS 10.50.140 and Section 8.9 below, the Members may, at any time, may engage in and possess interests in other business ventures of any and every type independently or with others, with no obligation to offer to the Company or any Member the right to participate therein. The Company may transact business with any Member or the Manager, subject to the limitations of AS 10.50.140. Each Member has an affirmative duty to fully disclose all potential conflicts of interest to the other Members prior to any vote. Unless approved by all of the remaining Members, any Member with a conflict of interest may not vote on the issue in question.

7.8 Member Has No Exclusive Duty to Company. The Members shall not be required to manage the Company as the Members' sole and exclusive function, and the Members may engage in other business and investment activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, solely by virtue of this Agreement or its relationship to a Member or the Company, to share or participate in any such other investments or activities of the Members or to the income or proceeds derived therefrom. Members shall not have any obligation to disclose any such other investments or activities to the other Members unless it actually or potentially adversely affects the business or property of the Company.

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

8. MEMBERS.

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

8.2 Member Qualifications and Conditions.

8.2.1 To be admitted as a Member, a Person shall provide documentation satisfactory to the Company that (a) the Person is not prohibited under Applicable Law from directly or indirectly owning or controlling a Membership Interest in in an entity operating in the Regulated Industry, for any reason, including without limitation, the residence of such Person, and any criminal history of such Person; and (b) the Person's direct or indirect ownership or control of a Membership interest in the Company would not prevent the Company from obtaining, maintaining, operating under, renewing, or otherwise enjoying the full benefit of any necessary licenses, permits, approvals, or other permissions necessary under Applicable Law for the Company to operate in the Regulated Industry.

8.2.2 It is understood that in order to remain a Member, all Members shall maintain personal compliance with all Applicable Law and shall provide the Company with any and all documentation, verifications, or other aid or assistance as required or requested for the Company to continue its compliance with Applicable Law.

8.2.3 The restrictions in this Section 8 shall not apply in the event of any occurrence that applies to all Members and which would have the effect of making all Members removed for cause (as defined in Section 13), such as a change in Applicable Law that makes it impossible for the Company to legally operate in the Regulated Industry under Applicable Law.

8.3 Meetings. There shall be quarterly meetings of the Members. Additional meetings of the Members may be called at any time by any Member or the Manager. Meetings shall be held at the principal place of business of the Company or as designated in the notice or waivers of notice of the meeting.

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

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

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

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

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

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

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

8.8 Duty to Act in Best Interest of LLC. As members of a closely held limited liability company, all Members agree to act in the best interests of the Company when voting or deciding on issues affecting the Company, and each Member acknowledges their duty to act in good faith towards all other Members. The duty of care set forth in AS 10.50.135 is expressly adopted and incorporated into this Agreement. Each Member has an affirmative duty to fully disclose all potential conflicts of interest to the other Members prior to any vote. Unless approved by all of the remaining Members, any Member with a conflict of interest may not vote on the issue in question.

8.9 Other Activities of Members; Restrictions on Competition. Any Member, or any affiliate thereof, may have other business interests or may engage in other business ventures of any nature or description whatsoever, whether currently existing or hereafter created, and may compete, directly or indirectly, with the business of the Company, subject to the limitations of AS 10.50.140, to the extent applicable to such Member. No Member, or affiliate thereof, shall incur any liability to the Company as a result of his, her, or its pursuit of such other permitted business interests, ventures, and competitive activity, and neither the Company nor the other Members shall have any right to participate in such other business ventures or to receive or share in any income or profits derived therefrom, subject to the limitations of AS 10.50.140, to the extent applicable to such Member.

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

8.11 Other than duties as a Member of the Company listed in Section 7.3.1, no Member shall be required or expected to provide labor or services to the Company with respect to the day-to-day business activities of the Company without compensation for such labor or services on terms and conditions to be agreed to between the Member and the Company.

9. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. TRANSFER OF MEMBERSHIP INTERESTS; SUBSTITUTION OF MEMBERS.

11.1 Transfer of Membership Interests.

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

11.1.2 Void Transfers. No Membership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Section 11. Any transfer or purported transfer of any Membership Interest not made in accordance with this Section 11 shall be void *ab initio*.

11.2 Restrictions of Transfers.

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

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

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

1. Prior to any proposed transfer of Membership Interest, the transferring Member shall send each of the remaining Members a copy of the proposed agreement between the transferring Member and the proposed transferee and notify the remaining Members of the transferring Member's intention to enter such agreement and make such transfer. The remaining Members shall each have the right, within thirty (30) calendar days of receipt of such notice, to acquire the transferring Member's interest on the same terms as the proposed agreement.

2. If more than one non-transferring Member elects to purchase the transferring Member's Membership Interest, then the Percentage Interest each such electing Member shall be entitled to purchase shall be determined by agreement among the electing non-transferring Members. Or, if the electing non-transferring Members are unable to so agree, then each electing non-transferring Member shall be entitled to purchase a *pro rata* amount of the offered membership interest based upon a percentage equal to the Membership Interests in the Company owned by such non-transferring Members relative to the total Membership Interest in the Company owned by all such electing non-transferring Members.

3. If the remaining Member(s) do not acquire the interest of the transferring Member, the transferring Member may then transfer his or her interest in the Company to the person or entity named in the proposed agreement pursuant to the terms contained in this section, provided that such transfer is on the same terms and conditions and for the same price set forth in the proposed agreement sent to the remaining Members.

11.2.3 Substitution. Any transferee of a Membership Interest shall become a substituted Member upon (i) the express written consent of the non-transferring Members or if the remaining Members do not acquire the membership interest subject to transfer pursuant to the Right of First Refusal; (ii) the transferee agreeing to be bound by all the terms and conditions of the Articles and this Operating Agreement; (iii) the transferee providing documentation satisfactory to the Company that the transferee is eligible to own the Membership Interests pursuant to applicable laws, including without limitation, Title 3, Chapter 306 of the Alaska Administrative Code; and (iv) receipt of any necessary regulatory approvals. Unless and until a transferee is admitted as a substituted Member, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A Member who has transferred his or her Membership Interest shall cease to be a Member upon transfer of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder except as provided in Section 9.

12. ADMISSION OF NEW MEMBERS.

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

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

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

13. DISSOCIATION OF A MEMBER.

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

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

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

13.3.1 Compulsory Sale Purchase Price. The purchase price amount of a Member's Interest due to compulsory sale under Section 13.3 will be the Fair Market Value of the withdrawing Member's interest. The Fair Market Value of a withdrawing Member's Interest to be purchased by the Company or any Member or Members, shall be determined by agreement between the withdrawing Member's Legal Representative and the Company, which agreement is subject to approval by a majority of the remaining Members. For this purpose, the fair market value of the withdrawing Member's Interest shall be computed as the amount that could reasonably be expected to be realized by the withdrawing Member upon the sale of the Company in the ordinary course of business at the time of the action leading to the withdrawal. If the withdrawing Member's Legal Representative and the Company cannot agree upon the fair market value of the Interest within thirty (30) days of the date notice is provided per Section 13.3, the fair market value shall be determined by appraisal, as follows:

A. The Company and the withdrawing Member each to choose one appraiser qualified to conduct business valuations and the first two appraisers so chosen to choose a third appraiser. The decision of a majority of the appraisers as to the fair market value of such Estate Interest shall be final and binding and may be enforced by legal proceedings. The Affected Member and the Company shall each compensate the appraiser appointed by it and the compensation of the third appraiser shall be born equally by such parties

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

13.4 Removal of a Member for Cause. A Member may be removed for cause upon a majority vote of the remaining Members. The expulsion of such Member will have no effect upon the continuance of the Company business. The remaining Members shall give notice to the Expelled Member of their removal as a Member. Upon the giving of such notice, the Expelled Member's Membership Interest and right to participate in the management and conduct of the Company's business is terminated. A Member removed for cause shall not be entitled to compensation, accrued distributions, or repayment of Capital Contributions without the express written consent of all of the other Members.

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

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

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

C. the Member did not maintain compliance with the Member Qualifications and Conditions listed in Section 8.2, including failure to provide the Company with any and all documentation, verifications, or other aid or assistance as required or requested for the Company to continue its compliance with Applicable Law;

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

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

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

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

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

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

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

14. BOOK VALUE.

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

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

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

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

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

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

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

15. DISSOLUTION, LIQUIDATION, AND TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

16.11 Limitation on Benefits of this Operating Agreement. Subject to Section 11, it is the explicit intention of the Members that no person other than the Members and the Company is or shall be entitled to bring any action to enforce any provision of this Operating Agreement against any Member or the Company, and that the covenants, undertakings, and agreements set forth in this Operating Agreement shall be solely for the benefit of, and shall be enforceable only by, the Members (or their respective successors and assigns as permitted hereunder) and the Company.

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

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

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

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

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

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

16.18 Legal Representation. The Members acknowledge (i) that Birch Horton Bittner & Cherot (the "Firm") has not represented any individual Member in connection with the drafting of this Operating Agreement and the Firm only represents Good Vibes LLC and no other parties with respect to this Operating Agreement; and (ii) all of the parties to this agreement have been advised to, and have been provided with the opportunity to, seek the advice of their own independent legal and tax counsel with respect to the terms of this Operating Agreement.

SIGNATURE PAGE FOLLOWS

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

Brian Glasheen, Member

Alexander Wasierski, Member

EXHIBIT "A"

INITIAL CAPITAL CONTRIBUTIONS OF MEMBERS

NAME	PERCENTAGE	MAILING ADDRESS E-MAIL ADDRESS	CAPITAL CONTRIBUTION / FORM OF CONTRIBUTION
Brian Glasheen	50%	1834 Buccaneer Place Anchorage, AK 99501 asbpg2@gmail.com	Cash, In-Kind Services
Alexander Wasierski	50%	PO Box 573 Bethel, AK 99559 awasierski@gmail.com	Cash, In-Kind Services

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

Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal 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. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Good Vibes Bethel			**License Number:**	30563
License Type:	Retail				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 chief eddie hoffman awy				
City:	bethel	**State:**	ak	**ZIP:**	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Brian Glasheen
Title:	Owner

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	bpg
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	bpg
I certify that a notice of violation has **not** been issued for this license between July 1, 2021 and June 30, 2022.	bpg

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	

Form MJ-20: 2022-2023 Renewal Application Certifications

Section 4 – Certifications

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

Statement	Initials
I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	bpg
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.	bpg
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	bpg
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	bpg
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	bpg
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	bpg
By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.	bpg

If multiple licenses are held, list all license numbers below:

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

Brian glasheen

Printed name of licensee

Brian P Glasheen Digitally signed by Brian P Glasheen Date: 2022.06.20 23:51:59 -08'00'

Signature of licensee

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

AMCO received 12/20/2022

Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal 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. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Good Vibes Bethel	**License Number:**	30563		
License Type:	Retail				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	**State:**	AK	**ZIP:**	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Alex Wasierski
Title:	Owner

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:	Initials
I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.	aw
I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.	aw
I certify that a notice of violation has **not** been issued for this license between July 1, 2021 and June 30, 2022.	aw

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:	Initials
I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).	

Alaska Marijuana Control Board AMCO received 12/20/2022

Form MJ-20: 2022-2023 Renewal 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 no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	aw
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.	aw
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	aw
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	aw
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.	aw
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	aw
By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.	aw

If multiple licenses are held, list all license numbers below:

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

Alex Wasierski

Printed name of licensee

Signature of licensee

CITY OF BETHEL
P.O. Box 388
Bethel, Alaska 99559
Ph. (907) 543-4150
Fax (907) 543-3817

MEMORANDUM

DATE: December 6 – January 3

TO: City Council

FROM: Peter Williams, City Manager

RE: Managers' Report

CM Daily Log,

Avenues Project –

The latest on the City of Bethel Avenues project, DOWL, has been working on revising the bid documents to provide piped water and sewer to approximately 60% of the original project area. We have met with multiple suppliers and manufacturers and found ways to value-engineer the project. However, there is still a significant amount of project, and we have roughly 80% of the service connections (even though we only have 60% of the project length). Next week, we will begin our internal quality control process of the revised bid documents, and the following week, we will have one final compiled review with the City (and USDA if you would like), and then we will re-issue the project for bids. We are targeting **February 3, 2023**, for our re-advertise for Bids, with bids due on March 7, 2023. At the same time, when we re-bid the project, we will be seeking to update the ADEC Approvals to Construct. (This report was copied from an email between the City's engineers, USDA, and the City administration.)

Jan 4 – 1) Finance Dept sent out worksheets to Dept Heads. for the FY-24 Budget 2) Received changes to the design of the Aves. A project that we hope will cut the cost of the project. The PW Dept reviewed the changes and discussed them with the engineers. The revised design is 95% completed. 3) Signed a Task Order with DOWL to continue to have them help with the Planning Dept. We have re-posted the Planning Directors position. 3)

Jan 5 – 1) Reviewed an RFP to hire a company for sales tax auditing services.2) The candidate for the Planning Director position has decided not to take the position. We will advertise the position and continue to use DOWL services. 3) Received a contract from Long Services to monitor the controls for the pool. 4) Met with the Admin negotiating team regarding the CBA.

Jan 6 – 1) Met with DOWL and the P.W. Dept to discuss the Aves project. 2) Met with the Finance Dept and created a list of Capital Improvement Projects. 3) Gathered comments from Dept Heads for re-issuance of Kusko Kush and Alaska Buds marijuana licenses.

Jan 9 – 1) Issued a letter to City Council members concerning the re-issuance of Good Vibes LLC marijuana license. 2) Received the City's quarterly report, which is attached at the end of this report.

Jan 10 – 1) Review and approve employees' credit card expenses with Wells Fargo. 2) Met with the USDA, DOWL, and City Admin to discuss the Aves Project. 3) Requested that the USDA reconsider requiring the City to set aside funds for the Short Lived Assets.3) The delays resulting from the City of Bethel's F.Y. 2021 budget by BDO have resulted in a revenue loss of approximately $199,673 based on the interim payment amount for F.Y. 2020 from the SEMT Program. Another issue with this program is that they are supposed to receive a yearly audit by November 1, five months following the close of the fiscal year. This is not possible. The Alaska DoA requires us to submit the City Audit nine months after the fiscal year closes. The fiscal year ends June 30; the finance department uses July and August to reconcile the previous fiscal year. Between June 30 and the auditors arrive, usually in Dec., Carmen Jackson LLC is also working with the Finance Dept to prep our accounts for the auditors. The Fire Chief will discuss the Nov.1st deadline during his trip to Juneau for the Fire chiefs Convention. There have been some other glitches with the SEMT program that will also be discussed. The program is only a few years old.

Jan 11- 1) Received a new estimate for the Police Tower that is the amount of the original estimate we have been using from 2017. We have asked for an itemized estimate.

Jan 12- 1) Reviewed an Ordinance for the Port concerning thru-put fees (Wharfage fees). The Port charges a fee for fuel delivered to the petroleum dock " up the hill " into bulk storage tanks, tanker trucks, etc. This ordinance would allow the Port to charge a fee for outgoing fuel. 2) Discussed an ordinance concerning dogs biting people and barking excessively, alcohol, and ROWs. 3) Ritchie Bros. auctioned off some of our dump trucks, and the City received thirty-six thousand dollars. 4)

Jan 13 – 1)) Received a new estimate for the Police Tower that is double the amount of the original calculation we used from 2017. We have asked for an itemized estimate. 2) Reviewed Lease for the teen center with the CA. 3)

Jan 16 – 1) Reviewed material for the ONC joint meeting with the City Council. 2) Adminerstrations negotiating team met concerning the Collective Bargaining Agreement (CBA) between the APEA and city employees. 3) Provided information to A.C. Co. for Lots 12-13-14, behind A.C. Store across from I.D. Variety. A.C. co. may want to lease the property and has asked for the lots to be appraised. 4) Resolved two citizen complaints.

Jan 17 – 1) the APEA confirmed they would meet with us here in Bethel on Feb. 8 & 9.

Peter A Williams

Peter Williams
Bethel City Manager

City of Bethel, Alaska

City Clerk's Office

Council Meetings

January 24, 2023 Regular City Council Meeting
February 16, 2023 Regular City Council Meeting

- Provide one on one training to Port Admin on the amending agendas within the CivicClerk system.
- Created 8 Facebook posts thanking committee/commission volunteers and providing notice of vacancies.
- Continued to work on travel for AML President Springer, Mayor Henderson, to attend the Alaska Municipal League Winter Conference in Juneau. Prepared AM authorizing all members to travel.
- 11 Passport Applications
- Researched upgrades to audio video needs and opportunities for public meetings-Started draft RFP for audio/video upgrades to chambers/Working on a budget estimate for capital improvement plan.
- Held an ex officio member training on January 10th.
- Drafted suggested amendments to the Collective Bargaining Agreement, specifically, classifications and job titles to align the Agreement with the recommendations from the Classification and Compensation Study.
- Created a salary review document for the Human Resources Director. When content is added the document will provide guidance to balance the current salary structure and to identify compression.
- Began working on a classification review of the Union Employees and providing suggested amendments to job titles within Union Agreement and Budget.
- Coordinating with Dominion Voting election equipment repair/maintenance.
- Detailed review of the current Collective Bargaining Agreement and suggested amendments provided to Administration.
- Arranged travel for Mayor Henderson, Vice-Mayor Batchelor, Council Member and AML President Springer, and Council Member Swope to attend the AML Winter Conference in Juneau.
- Completed the Annual Boundary Annexation Survey from the U.S. Census Bureau.
- Set up a meeting with Optimere, to do an ADA complaint review of the City's website. The meeting will be January 18.
- Drafted an Ordinance amendment to Chapter 6.04 at the request of Council Member Snow. Suggested amendment text provided by Snow.
- Reviewed the Prefiled List of Bills for both State House and Senate.
- Updated the City's Annual Benefits Value compared to Comparable Alaska Agencies attached).
- Researched Essential Air Service (EAS) to determine why the City of Bethel isn't considered an eligible community. Met with an employee of the Office of Aviation Analysis to learn more about the Essential Air Service program and determination standards. Learned that Bethel qualifies for the EAS program. Council Member Swope is interested in providing advocation for a third flight being added to the Alaska Airlines flight rotation for Bethel.
- Indexing, cataloging, and preparing Budget Ordinance files for archiving.

Committee/Commission/Board Vacancies –

	Regular Member	Alternate Member

cityclerk@cityofbethel.net
907-543-1384

Community Parks and Recreation Committee	full	1
Planning Commission	full	full
Port Commission	2	2
Public Safety and Transportation Commission	full	2
Community Action Grant Technical Review Board	1	2
Public Works Committee	3	2
Finance Committee	2	2
Ethics Board	full	1

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907-543-1384