



Memorandum

Marijuana Limited Cultivation Facility Application

Item Type: Action Memorandum
Prepared For: Mayor & City Council
Meeting Date: November 21, 2024
From: Renee Krause, MMC, City Clerk

The City Clerk's Office has been notified by the Alcohol and Marijuana Control Office of a Limited Marijuana Cultivation Facility Application within the City of Homer for the following business:

Type: Limited Marijuana Cultivation Facility
Lic#: 38498
DBA Name: Cosmic Grow
Service Location: 271 E Bunnell Avenue, Homer, AK 99603
Licensee: Cosmic Enterprises, LLC
Designated Licensee: Chris C Long

Staff Recommendation:

Voice non-objection and approval for the Limited Marijuana Cultivation Facility Application.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce,
Community,
and Economic Development

Alcohol and Marijuana Control Office

550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

November 12, 2024

Homer/Kenia Peninsula Borough

VIA Email: mjacobsen@ci.homer.ak.us; rkrause@ci.homer.ak.us; clerk@cityofhomer-ak.gov;
micheletturner@kpb.us; jasper@kpb.us; nscalett@kpb.us; mboehmler@kpb.us; rraidmae@kpb.us;
slopez@kpb.us; bcarter@kpb.us; jrasor@kpb.us sessert@kpb.us; mjenkins@kpb.us;

License Number:	38498
License Type:	Limited Marijuana Cultivation Facility
Licensee:	Cosmic Enterprises, LLC
Doing Business As:	Cosmic Grow
Physical Address:	271 E Bunnell Avenue Homer, AK 99603
Designated Licensee:	Chris C Long
Phone Number:	419-708-0174
Email Address:	cosmicseaweed@gmail.com

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

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

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

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

This application will be in front of the Marijuana Control Board at our **November 20th, 2024 meeting**.

Sincerely,

Regina Cruz for, Lizzie Kubitz Acting Director



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Why is this form needed?

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

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

Section 1 – Establishment Information

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

Licensee:	Cosmic Enterprises LLC	License Number:	38498		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Cosmic Grow				
Premises Address:	271 E Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chris Long
Title:	Manager, Member

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☒☐

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

Manufacturing License #19728
Retail License #21417



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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

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

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

Initials

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

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

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

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

All marijuana establishment license applicants:

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

Chris Long

Printed name of licensee

Signature of licensee

License Number: 38498

License Status: New

License Type: Limited Marijuana Cultivation Facility

Doing Business As: Cosmic Grow

Business License Number: 2198521

Designated Licensee: Chris C. Long

Email Address: cosmicseaweed@gmail.com

Local Government: Homer

Local Government 2: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 59.639470, -151.539520

Physical Address: 261 E Bunnell Avenue
Homer, AK 99603
UNITED STATES

Licensee #1	Entity Official #1
Type: Entity	Type: Individual
Alaska Entity Number: 10183878	Name: Chris C. Long
Alaska Entity Name: Cosmic Enterprises LLC	
Phone Number: 419-708-0174	
Email Address: cosmicseaweed@gmail.com	
Mailing Address: 261 East Bunnell Avenue Homer, AK 99603 UNITED STATES	Email Address: pyrofish13@gmail.com
	Mailing Address: 261 East Bunnell Avenue Homer, AK 99603 UNITED STATES

Note: No affiliates entered for this license.



Alaska Marijuana Control Board Form MJ-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

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

- **Diagram 1:**
A diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
If different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change or Form MJ-31: Walk-Up or Drive-Through Exterior Window Pick-Up Diagram and Operating Plan must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
A **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
An **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
A diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

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

Section 1 – Establishment Information

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

Licensee:	Cosmic Enterprises LLC	MJ License #:	38498		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Cosmic Grow				
Premises Address:	271 E Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603



Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. However, AMCO will require full coverage of the walk-up or drive-through exterior window area as required by 3 AAC 306.380(b) and (g) for marijuana retail establishments. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows, including walk-up or drive-through exterior window for marijuana retail establishments
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ ** Serving area(s)
- ☐ **Employee monitoring area(s)
- ☐ **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

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

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

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

The following additional details must be included in Diagram 5:

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

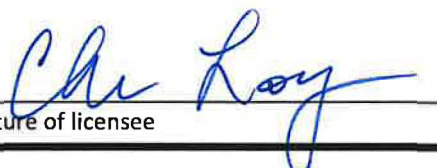
Initial:

CL

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.

Chris Long

Printed name of licensee


Signature of licensee



Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

Section 3 – Cultivation Applicants ONLY

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

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

The entire Cosmic Grow cultivation facility will be housed in an 8' x 40' conex with an attached drying room and Mothers/Clone room.

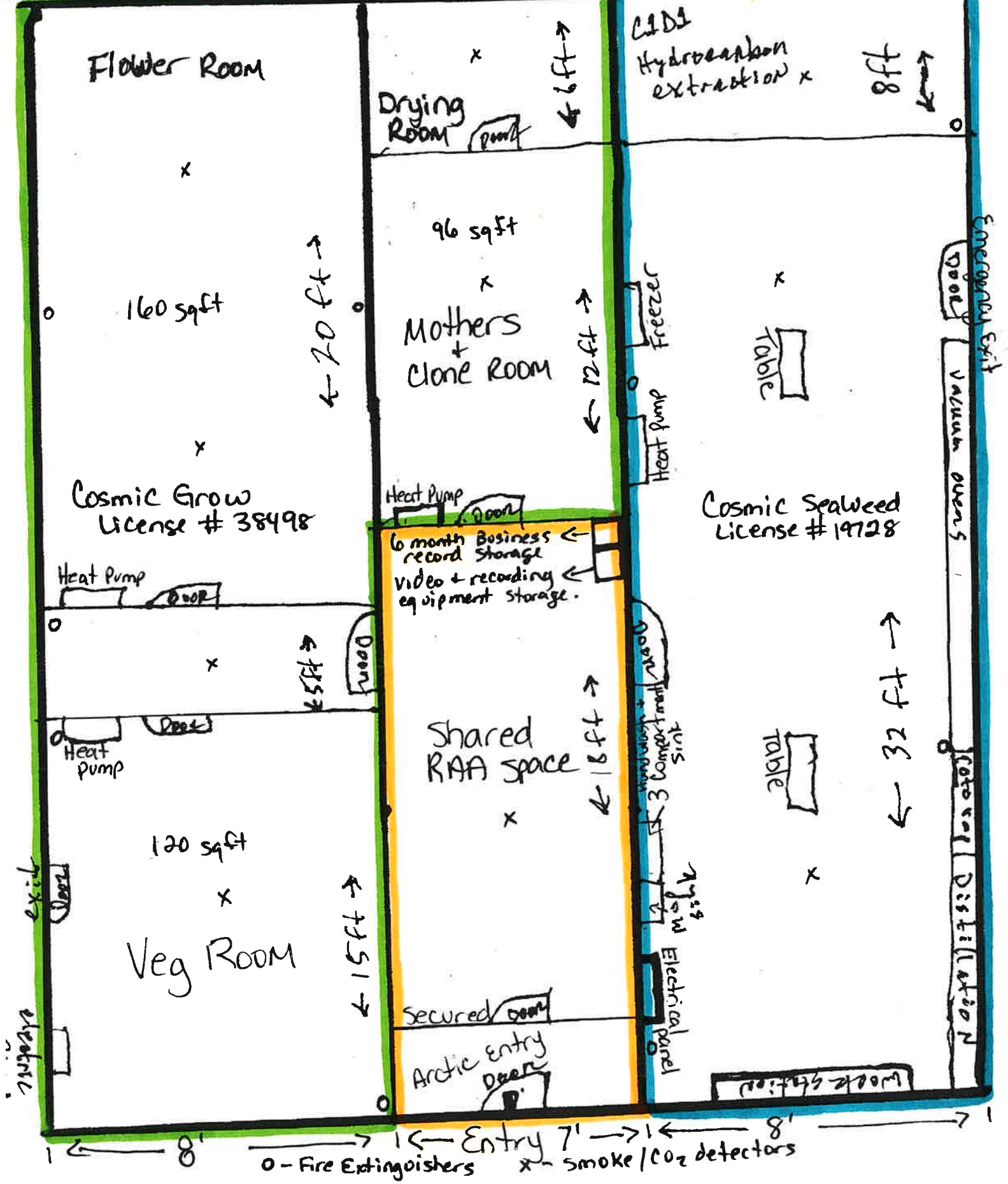
Flower Room - 20' x 8' = 160 sqft

Veg Room - 15' x 8' = 120 sqft

Mothers & Clone Room - 12' x 8' = 96 sqft

The area under cultivation will be 376 sqft.

easment 15 ft
 Restricted Access Area +
 Proposed Licensed premises # 38498
 Shared RAA space 38498 + 19728
 Proposed Licensed premises / Restricted Access Area # 19728
 Diagrams 1, 2 + 5



Cosmic Sealweed LLC
E Bunnell Ave
License # 19728

Cosmic Grow License # 38498
E Bunnell Ave

Beluga Pl

Beluga Pl

Beluga Pl

Beluga Pl

Beluga Slough Trl

Beluga Slough Trl

206

281

204

196

271

38498
19728

Diagrams
3+4

188

253

Two Sisters Bakery

3356

140

Park

[38498] - proposed Licensed
premises / Right to
possession - License #
38498

[19728] - proposed Licensed
premises / Right to
possession - License #
19728

Shared space
- Restricted Access
Area



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Why is this form needed?

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

What must be covered in an operating plan?

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

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

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

Section 1 – Establishment & Contact Information

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

Licensee:	Cosmic Enterprises LLC	MJ License #:	38498		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Cosmic Grow				
Premises Address:	271 E Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603

Mailing Address:	261 E Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603

Designated Licensee:	Chris Long				
Main Phone:	419-708-0174	Cell Phone:	419-708-0174		
Email:	cosmicseaweed@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

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

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

The entire facility will be designated as a restricted access area and not open to the public. Cosmic Grow will train all employees on procedures and policies to prevent persons under the age of twenty-one (21) from accessing the premises. Cosmic Grow will post a sign at all entries stating, "No one under 21 years of age allowed," "Restricted Access Area," and "Visitors Must Be Escorted." The signs will be at least twelve inches long and twelve inches wide (12" x 12"). The letters will be at least 1/2 inch (0.5") in height and will contrast with the sign's background. Video surveillance cameras will operate 24/7 and capture all activity in the interior and exterior of the premises. Doors will be equipped with audible alarms to prevent illegal or unauthorized access to the facility. Signs will be posted informing the public that they are under video surveillance. Visitors must show valid, government-issued photo identification proving they are over 21 years of age before being permitted to enter the licensed premises. Except for law enforcement, AMCO enforcement, or other authorized individuals, visitors must schedule appointments to be admitted into the building. If underage individuals are discovered on the premises, they will be instructed to vacate the premises immediately. If necessary, law enforcement will be contacted to enforce this policy.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

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

Cosmic Grow will post a sign at all entrances stating, "No one under 21 years of age allowed," "Restricted Access Area," and "Visitors Must Be Escorted." All doors will have commercial-grade locks and will remain locked at all times. All employees will have their employee ID badge clearly displayed in a readily accessible location on the licensed premises, and any visitors will be required to wear visitor badges. All visitors must be escorted by the licensee, employee, or agent of the licensee throughout their visit. The surveillance cameras, which are in continuous operation, will monitor all activities in the restricted access areas, as well as the exterior of the premises. This constant vigilance ensures that any unauthorized individuals discovered on the premises will be requested to vacate the premises immediately, or law enforcement will be contacted for assistance.

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

All visitors except for regulatory agents, AMCO enforcement, or law enforcement must be pre-approved and pre-scheduled to enter the facility. Visitors must show valid, government-issued photo identification showing they are 21 or older. Valid forms of identification are an unexpired, unaltered passport; unexpired, unaltered driver's license, instruction permit, and ID card of any U.S. state or territory, the District of Columbia, or Canadian province; ID cards issued by a state or federal agency authorized to issue driver's licenses or ID cards and tribal ID as outlined in the regulations. All visitors will be given a visitor badge, which they must always display on their person. All employees will have their employee ID badge clearly displayed in a readily accessible location on the licensed premises, and any visitors will be required to wear visitor badges. Visitors will sign into a visitors log, which will show the date, time in and out, and the purpose of their visit (if necessary). All visitors will be escorted by the licensee or an employee at all times, with at most five (5) visitors per staff, licensee, or agent. Immediately after the visit, visitors must return their badges and leave the premises. Visitor logs will be stored as official business records and readily available for review by AMCO enforcement and law enforcement.



Form MJ-01: Marijuana Establishment Operating Plan

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

<div><p>Cosmic Grow</p><p>Chris Long Limited Marijuana Cultivation Facility LICENSE # 38498 EMPLOYEE</p></div>	<div><p>Cosmic Grow</p><p>VISITOR</p><p>1</p></div>
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Security Alarm Systems and Lock Standards (3 AAC 306.715):

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

Cosmic Grow will install exterior lighting fixtures that will keep the premises well-lit and assist with security surveillance for at least twenty feet (20') from all the building's outer perimeters, paying particular attention to all entry points to the building. The lighting will be installed with protective coverings and at an inaccessible height to discourage vandalism and prevent common obstructions. The licensee, facility manager, or a designated employee will frequently check the exterior lighting to ensure all lights remain fully operational and undamaged.



Form MJ-01: Marijuana Establishment Operating Plan

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

Cosmic Grow or a third-party security agency will install a regulatory-compliant alarm system and perform regular maintenance. The alarm system will be set up with sensors on every exterior door and window. When disturbed, it will set off an audible alarm and notify the licensee and facility manager via an electronic alert sent to their cellular phones. If needed, law enforcement will be contacted. These alarms will be active any time that the facility is closed. The first licensee, facility manager, or employee to arrive in the morning will deactivate the alarm system for business hours. The last licensee, facility manager, or employee to leave the premises will activate the alarm system. In the event of an unauthorized breach, the employees will evacuate all persons from the building and await law enforcement. Once all persons have been evacuated, the licensee, facility manager, or designated employee will take a head count of all employees and any visitors that may have been on the premises to verify that everyone is accounted for. Employees will await any instruction from law enforcement and comply with all directives. Once it is deemed safe to re-enter the premises, the licensee, facility manager, and employees will return, inspect for any property damage or theft, and take inventory. If any property damage or theft occurs, all necessary documentation will be promptly submitted to law enforcement officials and AMCO enforcement. Per AMCO regulations, any event on the licensed premises involving law enforcement will be reported to AMCO enforcement electronically as soon as reasonably practical - within 24 hours of discovery that there has been a theft, diversion, or unexplained disappearance of any marijuana, product, or money.

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

Video surveillance cameras will continuously monitor all activities inside and outside the licensed premises. The licensee, facility manager, or a designated employee must complete weekly inventory counts to ensure all business records match METRC-generated reports. Weekly counts are documented and maintained as business records and will be available to AMCO enforcement or law enforcement. If it is suspected that a theft, inversion, or diversion has occurred, employees will notify the licensees immediately. Employees will be trained in spotting theft, diversion, and inversion of marijuana. If an employee has been determined to be stealing marijuana or marijuana product, Cosmic Grow will contact local law enforcement and AMCO immediately. Theft will be recorded in Metrc and kept as an official business record.

3.7. Describe your policies and procedures for preventing loitering:

Cosmic Grow will abide by a strict no-loitering policy and promote business practices that discourage loitering. The licensee, facility manager, or a designated employee will perform frequent but random perimeter checks to ensure no loiterers are on the premises. All loiterers will be asked to leave and escorted off the premises. If loiterers do not comply, law enforcement will be contacted for backup. The exterior of the building will be well-lit and equipped with 24/7 video surveillance and signs that state "No Loitering." Signs will also be posted that bring notice to the video surveillance. Employees of Cosmic Grow will view security footage to identify loiterers and potential vandals. Visitors will not be permitted to remain on the premises after their escorted visit and must leave immediately.

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

Initials

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



Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

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

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

cl

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

cl

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

cl

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

cl

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

Outdoor lighting will be positioned along the building to assist with the video surveillance to capture a twenty-foot (20') radius around the exterior of the licensed premises. The cameras will be checked regularly for obstructions and to ensure that the twenty-foot (20') sight line of all entry points to the building remains unencumbered. Continuous-recording video surveillance cameras will be placed strategically to record all restricted access areas of the facility, including all areas where marijuana is grown, harvested, trimmed, packaged, stored, wasted, received, and shipped. The facility's exterior will also have 24-hour video surveillance to monitor all persons who enter and exit the facility. All doors, safes, and marijuana storage areas will have video surveillance coverage to clearly identify the faces of those accessing the areas. A failure notification system will be installed to provide audible and visual notification of any failure in the surveillance system so that it will be promptly addressed. All video surveillance systems will have a backup battery so that in the event of a power outage, all cameras will continue operation for at least one (1) hour. If a power outage lasts longer than one (1) hour, the licensee will contact AMCO enforcement.

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

All surveillance records will be stored on-site in a locked cabinet for at least six (6) months. Original copies of surveillance records will be kept for a minimum of five (5) years. Video recordings will be stored as official business records for at least forty (40) days. Surveillance and business records will be managed as official business records, ready to be made available to law enforcement or agents of the Marijuana Control Board. All surveillance footage will be accessible for upload to a separate hard drive if it must be stored longer for criminal, civil, or administrative investigations. All recordings will be date-stamped, time-stamped, and archived in a format that prevents data tampering. Only the licensees will have access to business records; all official business records will be stored separately from any marijuana or currency.

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

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

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

Initials

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

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

All business records such as; operational and regulatory documents, recordings, surveillance, financial books, inventory and employment records, logs, manifests, and communications will be stored on-site in a lockable filing cabinet, separate from all storage of marijuana products and currency. Facility records will be managed by Cosmic Grow in accordance with standard retention policies to ensure that business records are stored in a consistent and search-able manner. Only the licensee and authorized employee(s) will have access to the secured storage area and business records. All business records and surveillance video will be available to AMCO enforcement and local law enforcement upon request.



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

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

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

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

ll

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

ll

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

ll

Section 6 – Employee Qualification and Training

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

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

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

ll

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

ll

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

ll

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

Cosmic Grow employees, managers, and the licensee must have a current marijuana handler permit before starting employment. Handler cards must be kept current for the duration of employment. The licensee and facility manager will periodically verify that all employee handler cards are current and updated in the business records when renewed. Cosmic Grow training will include but is not limited to internal policies and procedures, employee safety measures, diversion, theft and inversion prevention, cultivation techniques, sanitation, using METRC software, state statutes and regulations, Kenai Peninsula Borough and City of Homer ordinances. Training will commence upon initial employment and will be refreshed as needed.







Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

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

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

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

Yes No

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

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

Hand wash facilities are in the co-owned and co-located marijuana product manufacturing facility. Restroom facilities are located in the co-owned retail, next to the proposed cultivation facility.

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

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

METRC will generate a transport manifest accompanying all marijuana in a shipment. The manifest will document the strain name, batch number, weight, name of the transporter, marijuana handler's ID, time of departure, expected delivery time, and the transport vehicle's make, model, and license plate number. The transport vehicle will travel directly between the two destinations without making unnecessary stops. Marijuana will be sealed in containers stored inside the vehicle or in the bed of a truck in a locked storage compartment. The containers will contain up to ten (10) pounds of marijuana for wholesale transactions. At no time will marijuana be visible outside the vehicle. Continued on page 11...



Form MJ-01: Marijuana Establishment Operating Plan

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

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

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

Cosmic Grow will not be posting any signs with a business name or logo on the exterior of the limited cultivation facility.



Form MJ-01: Marijuana Establishment Operating Plan

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

Cosmic Grow may utilize the following medium types when distributing advertisements:

- Newspaper Ads
- Radio Ads
- Social Media to feature specific strains
- Magazine Ads
- Sponsorships and fundraisers
- Website
- Platforms such as LeafLinks, WeedMaps, etc.

All advertisements will contain the five AMCO-required warning statements verbatim

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.

Chris Long

Printed name of licensee

Signature of licensee



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

8.1 Continued: The shipping container will have a label that shows that a licensed testing facility has tested each batch in the shipment and list (1) the date of final testing, (2) the cannabinoid potency profile expressed as a range of percentages that extends from the lowest percentage to highest percentage of concentration for each cannabinoid listed from every test conducted on that strain of marijuana from the same marijuana cultivation facility within the last three months; (3) a statement listing the results of microbial testing; and (4) a statement listing the contaminants for which the marijuana was tested, including molds, mildew, filth, herbicides, pesticides, fungicides, and harmful chemicals. Any packaging done at the facility will be performed in an area specifically set aside for packaging and monitored with 24-hour surveillance. The facility will use certified scales in compliance with the Alaska Weights and Measures Act and will maintain registration and inspection reports at the facility. After agents package marijuana, it will be placed in sanitized, air-tight containers, labeled with all compliant labeling information, and given a bar code for the inventory control system. Plastic packaging will be heat-sealed without an easy-open tab dimple corner or flap. Packaged marijuana will be stored in a secured area until ready for transport. All packaging will be inspected, accepted, or rejected and recorded in the log. The on-site manager will check all final packages to ensure that they will secure marijuana from contamination and not impart toxic or deleterious substances. Labels will include (1) the name and license number of the cultivation facility; (2) the date the marijuana was harvested; (3) the harvest batch number assigned to the marijuana; (4) the date the marijuana was packaged; (5) the net weight and the quantity of usable marijuana packaged in a standard of measure compatible with the inventory tracking system; and (6) a complete list of all pesticides, fungicides, and herbicides used in the cultivation of the marijuana. Cosmic Grow may contract with a third-party transport company and will ensure they have their marijuana handler permits. Cosmic Grow also understands that the transport regulations and requirements apply to in-house transports from the cultivation license to the co-located manufacturing facility and retail store.



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

Why is this form needed?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

What additional information is required for cultivation facilities?

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

- Prohibitions
- Cultivation plan
- Waste disposal
- Odor control
- Testing procedure and protocols
- Packaging and labeling

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

Section 1 – Establishment Information

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

Licensee:	Cosmic Enterprises LLC	MJ License #:	38498		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Cosmic Grow				
Premises Address:	271 E Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603

**Section 2 – Overview of Operations**

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

All marijuana cultivated at Cosmic Grow will be tracked from seed or clone to sale or destruction in METRC. All plants that reach eight (8) inches (or a height as determined by the MCB as regulations are amended) will be tagged and assigned a tracking number. Marijuana will be harvested and grouped into batches of up to ten (10) pounds of individual strains and will be assigned a METRC harvest batch number. A harvest batch representative will be collected from each harvested batch and sent to a licensed testing facility. The remainder of the batch will be segregated until the testing results are received. A transport manifest generated from METRC will be sent with each transfer of marijuana to another licensed facility. Marijuana will be sealed in up to (10) ten-pound containers inside a locked storage compartment within the vehicle for wholesale transactions and up to one-ounce containers for resale by retailers without repackaging. Package labels will include (1) the name and license number of the cultivation facility; (2) the date the marijuana was harvested; (3) the harvest batch number assigned to the marijuana; (4) the date the marijuana was packaged; (5) the net weight and the quality of usable marijuana packaged in a standard of measure compatible with the inventory tracking system; and (6) a complete list of all pesticides, fungicides, and herbicides used in the cultivation of the marijuana.

Section 3 – Prohibitions

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

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

Initials

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

Section 4 – Cultivation Plan

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

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

Initials

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

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

Yes No

- 4.2. Will the marijuana cultivation facility include outdoor production?**

☐ ☒

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



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

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

Cosmic Grow will be hand-watering the plants. Any type of runoff will be collected in drip trays and will be re-used or evaporate.

Section 5 – Waste Disposal

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

Cosmic Grow will be disposing of (1) marijuana that is identified as contaminated, infested, or is otherwise rejected for quality or fails to meet quality testing; (2) waste from marijuana flower, plant material, and trimmings; (3) run off water from cultivation and processing; (4) any other materials or containers in contact with marijuana that risks contamination; (5) any other marijuana deemed as waste by the MCB or director. Marijuana waste will be stored away from all other marijuana under video surveillance. Waste is rendered unusable by grinding and then mixing with other compost-able such as food waste, yard waste, and soil until the final mixture is no more than fifty (50) percent marijuana waste. Management will maintain a log on the status of all marijuana waste, tracking the type, date of disposal, reason for disposal, date it was rendered unusable, and final destination. Waste information will be recorded in the disposal log and securely stored as a business record, available to AMCO upon request. Cosmic Grow will have no waste water as it is collected or recirculated by dehumidifiers.



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

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

Cosmic Grow will ensure that marijuana cannot be visible to the public from any door into the cultivation areas. All entrances and exits will not have a direct view of any marijuana. All movement of marijuana will be discreet. All growing, processing, curing, drying, packaging, and labeling activities will be done inside the facility in a dedicated space not visible from outside. All marijuana will be securely packaged, labeled, and organized for transport within the facility before being transferred to the co-owned and co-located manufacturing facility, retail store or moved to the transport vehicle.

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

Cosmic Grow will use either; Coco with mixed hydro clay for root stability and only source Coco that has been pre-tested for heavy metals and other contaminants, perlite or soil.

4.5. Provide the complete product name and EPA registration # (if applicable) for each of the cultivation facility's pesticide and pest control product to be used. All proposed products must be on DEC's list of approved pesticides in the state of Alaska:

Cosmic Grow may utilize any of the approved for use on cannabis pesticides found on DEC's website at any given time, if the need arises.

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

The following fertilizers from Fox Farm (or an equivalent depending on shipping and availability) will establish the foundation of the (Cosmic Grow fertilizer regiment. Fox Farm Bush Doctor Microbe, Fox Farm Bush Doctor Drench, Fox Farm Grow Big, Botanicure CAL-MAG Plus; Fox Farm. Open Sesame and Fox Farm Beastie Bloomxz; in addition, organic fertilizers will be used as needed to supplement the soil/growing medium. The following are examples of different types of natural organic fertilizers to be used but not limited to Nitrogen: Bat Guano, worm castings and chicken manure, Phosphorus Bone and fish means, banana peels and rock dust, Potassium Kelp, fish meal and wood ash, Magnesium Epsom Salts and dolomite, Calcium Clay, Gypsum and Limestone.



Section 6 – Odor Control

Review the requirements under 3 AAC 306.430.

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

Yes

No

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

☐☒

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

Initials

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

If "No" to question 6.1., describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

Cosmic Grow will install consistent fans that contain charcoal filters. Each of the temperature control fans will have independent scrubbers attached. A "smell log" will also be a common business practice where an employee will walk the property line while attempting to smell marijuana odor. The employee will note if any smell is present, the wind direction, date/time, and action taken. If any odor is detected, filters will be replaced, and additional odor control methods will be installed (if needed). Smell logs will be kept as an official business record.

Section 7 – Testing Procedure and Protocols

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

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

Initials

7.1. I understand and agree that the board or director will, from time to time, require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks.

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

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

All harvested marijuana will be processed in up to ten (10) pound batches. Cosmic Grow will collect a harvest batch representative from each batch. The individual responsible for collection will prepare a signed statement showing that each sample represents the harvest batch package, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record. Cosmic Grow will transport all samples to a licensed testing facility in compliance with state regulations and the company's transport policies. Cosmic Grow will ensure that any individual transporting marijuana has a valid marijuana handler permit issued by AMCO. While awaiting the testing results, the remainder of the batch will be segregated in a secured quarantine area. Cosmic Grow will maintain all testing results as part of its official business records. All testing results will be entered into METRC. Cosmic Grow will comply with any request from AMCO for a random sample from any growing medium, soil amendment, fertilizer, crop production aid, pesticide, or water and shall bear the expense for all such requests.



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

Section 8 – Packaging and Labeling

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

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

Yes No

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



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

Marijuana packaged for retail sale without repackaging shall not exceed one ounce for resale to consumers; the retail marijuana store shall add the retail store's own identifying name or logo and license number. The individual units for retail sale shall not have any cartoon images or other images that target anyone under the age of 21. The required warnings as set out in 3 AAC 306.475 shall be on each retail unit. The shipping container will have a label stating that a licensed testing facility has tested each batch in the shipment and list: (1) the date of final testing; (2) the cannabinoid potency profile, expressed as a range of percentages that extends from the lowest percentage to highest percentage of concentration for each cannabinoid listed from every test conducted on that strain of marijuana from the same cultivation facility within the last three months; (3) a statement listing the results of microbial testing; and (4) a statement listing the contaminants for which the marijuana was tested, including molds, mildew, filth, herbicides, pesticides, fungicides, and harmful chemicals.

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

Yes No

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



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

Wholesale packages of marijuana will be sold to other licensed facilities in packages up to ten (10) pounds consisting of a single strain or a mixture of strains with strain names identified on the label. Plastic packaging will be heat-sealed without an easy-open tab, dimple, corner, or flap. Packaged marijuana will be stored in a secured area until ready for transport. All packaging will be inspected and then accepted or rejected and recorded in the log. The licensee, a manager or designated staff member will check all final packages to ensure they secure marijuana from contamination and not impart toxic or deleterious substances. Wholesale labels will be checked for (1) the date of final testing and (2) the cannabinoid potency profile, expressed as a range of percentages that extends from the lowest percentage to the highest percentage of concentration for each cannabinoid listed from every test conducted on that strain of marijuana from the same marijuana cultivation facility within the last three months.

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

I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and AS 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

I 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.

Chris Long

Printed name of licensee

Signature of licensee



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

(Additional Space as Needed):

8.1 Continued: Any packaging done at the facility will be performed in an area specifically set aside for packaging and monitored with 24-hour video surveillance. Packaging will be uniform, with labels secure and prominently displayed. The facility will use certified scales in compliance with the Alaska Weights and Measures Act and will maintain registration and inspection reports at the facility. After agents package marijuana, they will be placed in sanitized, air-tight containers, labeled with all compliant labeling information, and given a bar code for the inventory control system. Plastic packaging will be heat-sealed without an easy-open tab, dimple, corner, or flap. Packaged marijuana will be stored in a secured area until ready for transport. All packaging will be inspected, accepted, rejected, and recorded in the log. The licensee or manager will check all final packages to ensure that they will secure marijuana from contamination and not impart toxic or harmful substances, and no images that appeal to children, such as cartoons or similar images, will be on the packaging. Labels will include (1) the name and license number of the cultivation facility; (2) the date the marijuana was harvested; (3) the harvest batch number assigned to the marijuana; (4) the date the marijuana was packaged; (5) the net weight and the quantity of usable marijuana packaged in a standard of measure compatible with the inventory tracking system; (6) a complete list of all pesticides, fungicides, and herbicides used in the cultivation of the marijuana. Cosmic Grow will use certified scales in compliance with the Alaska Weights and Measures Act and maintain registration and inspection reports at the facility.

8.2 Continued: (3) a statement listing the results of microbial testing; and (4) a statement listing the contaminants for which the marijuana was tested, including molds, mildew, filth, herbicides, pesticides, fungicides, and harmful chemicals. A Metrc-generated tracking label will be affixed to each package. The shipping container will have a label stating that a licensed testing facility has tested each batch in the shipment and list (1) the date of final testing, (2) the cannabinoid potency profile, expressed as a range of percentages that extends from the lowest percentage to highest percentage of concentration for each cannabinoid listed from every test conducted on that strain of marijuana from the same marijuana cultivation facility within the last three months; (3) a statement listing the results of microbial testing; and (4) a statement listing the contaminants for which the marijuana was tested, including molds, mildew, filth, herbicides, pesticides, fungicides, and harmful chemicals. If a wholesale shipment sold to another licensed facility is from a harvest batch not tested for contaminants, a label will be affixed identifying each contaminant.



Alaska Marijuana Control Board

Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

(Additional Space as Needed):

Front of Package

window to view product

Strain Name

Indica-Dominant

Net Weight: 3.5 g (0.124 oz.)

PLACE HOLDER FOR RETAILER TO PUT
RETAILER STICKER LABEL

Back of Package

Cultivator: Cosmic Grow

License #38498

HB#: northstarvalley252018

Strain: North Star OG

METRC #: 36B875000036451115AB

Testing Lab: ABC Lab **License #:**

Testing Date: 02/05/2018

Fungicides: None **Herbicides:** None **Pesticides:**
None

Cannabinoid Profile:

Total THC: XXXX% **Total CBD:** XXXX% **THC:**
XXXX%

CBD: XXXX% **THC-A:** XXXX% **CBD-A:** XXXX%
CBN: XXXX%

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

Retailer:

Cultivator: Cosmic Grow

Harvest Batch No:

Net MJ Weight: OZ(g)

Testing Facility:

THC: **THCA:**

CBD:

CBDA:

CBN:

Microbial Test:

Fungicides:

Pesticides:

Herbicides:

Fertilizers:

Soil Amendment:

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



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

Why is this form needed?

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

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

Section 1 – Establishment Information

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

Licensee:	Cosmic Enterprises LLC	License Number:	38498		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Cosmic Grow				
Premises Address:	271 E Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Certification

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

Start Date: May 24, 2024

End Date: June 3, 2024

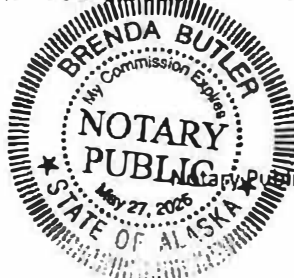
Other conspicuous location: Safeway in Homer - 90 Sterling Highway, Homer, Alaska 99603

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

Signature of licensee

Chris Long

Printed name of licensee



Brenda Butler
Signature of Notary Public

Notary Public in and for the State of

Alaska

My commission expires

May 27, 2025

Subscribed and sworn to before me this

23rd day of August, 2024.



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice

Why is this form needed?

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

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

Section 1 – Establishment Information

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

Licensee:	Cosmic Enterprises LLC	License Number:	38498		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Cosmic Grow				
Premises Address:	271 E Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Certification

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

Local Government(s): City of Homer/ Kenai Peninsula Borough Date Submitted: 07/02/2024

Name/Title of LG Official 1: Melissa Jacobsen/City Clerk Name/Title of LG Official 2: Michele Turner/Borough Clerk

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

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

Initials

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

Chris Long

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board

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

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

This form must be completed and submitted to AMCO's Anchorage office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	Cosmic Enterprises LLC	License Number:	38498
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	Cosmic Grow		
Premises Address:	271 E Bunnell Avenue		
City:	Homer	State:	Alaska
		ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chris Long		
Title:	Manager, Member		
SSN:		Date of Birth:	10.30.1970



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

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

CL

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

CL

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

CL

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

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

CL

Chris Long

Printed name of licensee

Signature of licensee

Chris Long

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

Cosmic Enterprises LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 9, 2022**.

A handwritten signature in black ink, appearing to read "Julie Anderson".

Julie Anderson
Commissioner



THE STATE
of ALASKA

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

AK Entity #: 10183878
Date Filed: 01/09/2022
State of Alaska, DCCED

FOR DIVISION USE ONLY

Web-1/9/2022 9:55:33 AM

Articles of Organization

Domestic Limited Liability Company

1 - Entity Name

Legal Name: Cosmic Enterprises LLC

2 - Purpose

Any lawful business

3 - NAICS Code

313312 - TEXTILE AND FABRIC FINISHING (EXCEPT BROADWOVEN FABRIC) MILLS

4 - Registered Agent

Name: Chris Long

Mailing Address: 879 Linda Court, Homer, AK 99603

Physical Address: 879 Linda Court, Homer, AK 99603

5 - Entity Addresses

Mailing Address: 879 Linda Court, Homer, AK 99603

Physical Address: 879 Linda Court, Homer, AK 99603

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Chris Long			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: Chris Long

AMCO Received 9.06.24



THE STATE
of ALASKA

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

AK Entity #: 10183878
Date Filed: 01/09/2022
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Limited Liability Company

Initial Biennial Report

Entity Name: Cosmic Enterprises LLC

Entity Number: 10183878

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 879 LINDA COURT, HOMER, AK 99603

Mailing Address: 879 LINDA COURT, HOMER, AK 99603

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: Chris Long

Physical Address: 879 LINDA COURT, HOMER, AK 99603

Mailing Address: 879 LINDA COURT, HOMER, AK 99603

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

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

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Chris Long	879 Linda Court, Homer, AK 99603	100	X	X

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

NAICS Code: 313312 - TEXTILE AND FABRIC FINISHING (EXCEPT BROADWOVEN FABRIC) MILLS

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: Chris Long

Pursuant with the Alaska Revised Limited Liability Company Act
Title 10 Chapter 10.50
**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Cosmic Enterprises, LLC

Name Of LLC

AN ALASKA LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT ("Agreement") is entered into this 1 day of
January, 2023, by and between the following person(s):

Chris C. Long

First

Middle

Last

First

Middle

Last

First

Middle

Last

First

Middle

Last

(Hereinafter Referred to as the "Parties" or "Members")

All Members in the above-described Limited Liability Company agree as follows;

FORMATION OF LIMITED LIABILITY COMPANY

- I. **FORMATION OF LLC.** The Parties have formed a Limited Liability Company named Cosmic Enterprises, LLC

Name Of LLC

(Hereinafter referred to as the "LLC") in the State of Alaska.
State

The LLC shall be operated by the terms of this Agreement and the applicable laws of the State of Alaska

State

relating to the formation, taxation and operation of a LLC. The Members agree that the LLC shall be taxed as a partnership. The partnership shall be inoperative if there are any provisions of this agreement that may cause the LLC not to be taxed as a partnership.

- II. **BUSINESS.** The primary business of the LLC shall be:

All lawful Marijuana Product Manufacturing and Retail

Primary Business of LLC

The LLC shall be legally allowed to conduct or promote any lawful business or purpose within the State of Alaska

State

or any other jurisdiction where the LLC may be conducting business activities.

- III. **ARTICLES OF ORGANIZATION.** The LLC acting through one of its

Members named Chris C. Long

First

Middle

Last

filed Articles of Organization, ("Articles") in the records of the

Alaska

State

Secretary of State on 01/09/2022

Date

and thus, creating the LLC.

- IV. **PLACE OF BUSINESS.** The official place of business of the LLC shall be

Street Address

City of Homer

City

State of Alaska

State

Zip Code 99603

Zip Code

- V. **REGISTERED OFFICE.** The official registered office of the LLC shall be
879 Linda Court

Street Address

City of Homer

City

State of Alaska

State

Zip Code 99603

Zip Code

. If at anytime the registered office should change, all members and necessary government authorities shall be notified.

- VI. **REGISTERED AGENT.** The official registered agent of the LLC shall be

Chris C. Long

First

Middle

Last

If at anytime the registered agent should change, all members and necessary government authorities shall be notified.

- VII. **FISCAL YEAR.** The LLC’s fiscal and tax year shall end Dec 31.
Date
- VIII. **DURATION.** The LLC will commence business as of the date of filing and will continue in perpetuity.
- IX. **INITIAL MEMBERS.** The initial Members of the LLC, their initial capital contributions, and their percentage interest in the LLC are as follows:

Members	Percentage Interest in LLC	Capital Contribution (If any)
Chris C Long	100%	

- X. **ADDITIONAL MEMBERS.** Upon the consent of a majority of the Members and in compliance with the provisions of this agreement, new members may be admitted.
- XI. **MANAGEMENT.** The Members have elected to manage the LLC as follows (check as appropriate):

☒ The management of the LLC shall be vested in the Members without an appointed manager. The Members shall elect officers who shall manage the company. The President and Secretary may act for and on behalf of the LLC and shall have the power and authority to bind the LLC in all transactions and business dealings of any kind as otherwise provided in this Agreement.

☐ The Members hereby delegate the management of the LLC to Managers(s), subject to the limitations set out in this agreement.

There shall be CL initial Managers.
of Managers

The initial Manager(s) is/are:

Chris C. Long		
First	Middle	Last
First	Middle	Last
First	Middle	Last
First	Middle	Last

A Manager shall hold their position until the Members elect a successor.

The Members shall elect and may remove the Manager(s) by majority vote.

The authority shall be held by the Members to take all necessary and proper actions in order to conduct the business of the LLC.

Any Manager can take any appropriate action on behalf of the LLC, including, but not limited to signing checks, executing leases, and signing loan documents except for decisions concerning distributions.

With or without the notice of a meeting, the action of the Manager shall be based on a majority vote of the Managers when determining the timing and total amount of distribution to the Members.

The compensation to the Manager(s) shall be in the discretion of the majority of the Members of the LLC.

- XII. **OFFICERS AND RELATING PROVISIONS.** If the Members decide to manage the LLC, rather than appointing a Manager, the Members shall appoint officers for the LLC and the following provisions shall apply:
- (a) **OFFICERS.** The officers of the LLC shall consist of a president, a treasurer and a secretary, or others that may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall supervise the operation of the LLC under the direction and management of the Members, as further described below.

- (b) TERM OF OFFICE/ELECTION. The Members shall elect the officers of the LLC annually by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. All officers shall hold their office positions unless until their death, removal of office, or resignation. Election or appointment of an officer or agent shall not of itself create a contract right.
- (c) REMOVAL. The Members may decide to remove any officer or agent by a majority vote whenever they decide that the best interest of the company would be served thereby. If a officer or agent is removed, it shall be without prejudice to the contract rights.
- (d) PRESIDENT. The President shall be the chief executive officer of the LLC and shall be present at all meetings of the Members. The president shall have all powers to perform such duties that are outlined in this Agreement.
- (e) THE TREASURER. The Treasurer shall be the chief financial officer of the LLC. The Treasurer is responsible for all funds and securities of the LLC. The Treasurer shall preside at the meeting of the Members when the President is absent. The treasurer must receive and give receipts for moneys due and payable to the LLC from any money source whatsoever, and deposit all such moneys in the name of the LLC in any such money institution, which shall be selected by the Members of the LLC. The Treasurer shall perform all other duties that may be assigned to the office of treasurer by the President or by the Members of the LLC.
- (f) SECRETARY. The Secretary shall keep a time log of the Members meetings in a file provided for that purpose and also see that all notices are duly given in accordance with the provisions of this Agreement or as required by law. The Secretary shall have custody of the LLC records, addresses of Members, Member's resolutions, and other documents to the LLC as true and correct. The Secretary shall preside at the meetings of the Members in the absence of the President and Treasurer and also perform all other duties that may be assigned to the office of secretary by the President or by the Members of the LLC.
- (g) VACANCIES. A vacancy is any office because of death, resignation, removal, and disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

XIII. **MEMBER ONLY POWERS.** Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber (but not lease) any real estate owned by the LLC, or (b)

incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$ 20,000.

- XIV. **INTEREST OF MEMBERS.** Each Member shall own a percentage interest on the LLC. The Member's percentage interest shall be based on the amount of consideration that the member has contributed to the LLC and that percentage interest shall control the Member's share of the profit, losses, and distributions of the LLC.
- XV. **CONTRIBUTIONS.** The initial contributions and initial percentage interest of the Members are as set out in this Agreement.
- XVI. **ADDITIONAL CONTRIBUTIONS.** In the case when the Members are called upon by the majority of the Members of the LLC to make additional cash contributions, the additional cash contribution shall be based on the Member's then existing percentage interest. If a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interest at that time, and the percentage interest of each Member will be adjusted accordingly.
- XVII. **PERCENTAGE INTEREST/RECORD OF CONTRIBUTIONS.** This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.
- XVIII. **DISTRIBUTIONS.** Distribution of cash and other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interest in the LLC.
- XIX. **PROFITS AND LOSSES.** On the basis of the Members' percentage interest in the LLC, the profits and losses and all other tax attributes of the LLC shall be allocated among the Members.
- XX. **CHANGE IN INTEREST.** IF during any year there is a change in a Member's percentage interest, the Member's share of the profits and losses and distributions in that year shall be determined under a method which takes into account the varying interest during that year.
- XXI. **VOTING BY MEMBERS.** In relation with each Member's percentage interest, Members shall be entitled to vote on all matters that provide for a vote of the Members.

- XXII. **MAJORITY DEFINED.** The term “Majority” of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action when used throughout this agreement.
- XXIII. **MAJORITY REQUIRED.** The majority of the Members, based upon their percentage ownership, except as otherwise provided and delegated to the Officers or Managers, shall decide all decisions made.
- XXIV. **MEETINGS.** Meetings of the Members may be called by any member owning 10% or more of the LLC, or, if Managers were selected, by the Manager of the LLC, or if Officers were elected, by any officer.
- XXV. **WRITTEN CONSENT/MEETINGS.** Members or Officers do not have to hold a meeting in order to accomplish an action but evidence of the action shall be recorded and signed by the majority of the Members. Action without a meeting may be evidence by a written consent signed by a majority of the Members, or the President and Secretary.
- XXVI. **MEMBERS HAVE NO EXCLUSIVE DUTY TO LLC.** Members may have other business interest and may participate in other investments in addition to those relating to the LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. No Member shall be held liability to the LLC or any other Member by participating in outside businesses, investments, or activities.
- XXVII. **DUTIES OF MEMBERS: LIMITATION OF LIABILITY/GOOD FAITH.** All owners of the LLC shall perform their duties in good faith and perform with such care to be in the best interest of the LLC. All Members shall be held responsible if a Member or Officer finds them guilty of fraud, gross negligence, deceit, willful misconduct, or a wrongful taking. No Member or Officer, by reason of being or having been a Member or Officer, shall be liable to the LLC or to any other member or Officer for any loss or damage sustained by the LLC.
- XXVIII. **PROTECTION OF MEMBERS AND OFFICERS.**
- (a) As used herein, the term “Protected Party” refers to the Members and officers of the Company.
- (b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:

- (i) The provisions of this Agreement;
 - (ii) The records of the LLC; and/or
 - (iii) Such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC.
- (c) The provisions of this agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

XXIX. INSURANCE AND IDEMNIFICATION.

- (a) Right to Indemnification.
 - (i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the LLC may be indemnified and held harmless by the LLC.
 - (ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLC.
- (b) Non-Exclusivity of Rights. Members and Officers of the LLC shall adopt and enter into indemnification agreements for Members and officers. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this agreement, contract, agreement, vote of members or otherwise.
- (c) Advancement of Expenses. All expenses including legal fees incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceedings

conclusion. Should the indemnified Member or Officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or Officer.

- (d) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.
- (e) Insurance. With a majority vote, the Members may decide to purchase and maintain insurance for the LLC, for its Members and officers, and/or on the behalf of any third party or parties whom the members might determined should be entitled to such insurance coverage.

XXX. **TERMINATION OF MEMBERSHIP.** A Member's interest in the LLC shall cease upon the incidence of one or more of the following events:

- (a) A Member dies
- (b) A Member decides to give notice of withdrawal to the LLC thirty days (30) in advance of the withdrawal date. There is no breach of Agreement when a Member decides to withdraw in this fashion.
- (c) A Member assigns all of his/her interest to a qualified third party.
- (d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.
- (e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.
- (f) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, readjustment, composition, readjustment, liquidation, arrangement, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members.
- (g) If within ninety days (90) after the appointment, without a Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, said appointment is not vacated or within ninety days (90)

after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.

(h) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

XXXI. **ENCUMBRANCE.** With majority consent from the Members, a Member can encumber his LLC interest by a security interest or other form of collateral.

XXXII. **LLC INTEREST.** A Member has no interest in property owned by the LLC. The LLC interest is personal property.

XXXIII. **SALE OF INTEREST.** A Member can sell his LLC interest only as follows:

(a) If a Member decides to sell any part of their interest he/she must first offer their interest to the LLC. The LLC shall have the option to buy the seller's interest at the then existing Set Price as stated in the Agreement. The LLC shall then have to option for 30 days upon receiving the receipt of its intention to buy all, a portion, or none of the offered interest with a majority vote. Closing on the sale shall occur within 60 days (60) from the date that the LLC gives written notice of its intention to buy. The purchase price shall be paid in cash at the closing unless the total purchase price exceeds \$ N/A in which the purchase price shall be paid in _____ (_____) equal quarterly installments beginning at the time of closing. The installment amounts shall be computed by applying the following interest factor to the principle amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing

under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.

(b) If the LLC decides not to buy the offered interest of the selling Member, the other Members shall have the right to buy the offered interest at a set price on a pro-rata basis based on the Members' percentage interests at that time. If a Member decides not to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen days (15) from the date the LLC gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. The closing shall occur within sixty days (60) from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing member shall be paid in cash at closing.

(c) If the LLC or Members choose not to buy the offered interest, the selling Member has the right to assign the interest to a non-member.

(d) The selling Member must come to a close within ninety days (90) of the date that he/she gave notice to the LLC. If the interest of the selling Member does not close within that time, he/she must start the selling process over.

(e) A non-member purchaser of a member's interest cannot exercise any rights of a member unless a majority of the non-selling Members consent to him becoming a member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, allocations of income, loss, profit, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser shall agree to be subject to all the terms of this Agreement as if he were a Member by purchasing the selling member's interest.

XXXIV. DISSOCIATION. If a Member of the LLC becomes dissociated, the remaining Members shall have the option to purchase the dissociated member's interest at the Set Price in the same fashion as stated in Article 9. The sale will be carried out as if the dissociated Member had notified the LLC of his/her desire to sell all of his/her LLC interest. The date the LLC received the notice as provided in Article 28 triggering the options shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

XXXV. EFFECT OF DISSOCIATION. When a Member becomes dissociated from the LLC they shall not be entitled to receive fair value of their LLC interest solely by virtue of dissociation. If the dissociated Member

still owns interest in the LLC, they shall be entitled to continue to receive such profits and losses. A dissociated Member shall receive similar items to which he would if he/she were a Member but shall not be considered a Member nor have any rights of a Member.

XXXVI. **TERMINATION OF LLC.** Only upon the consent of the majority of the Members can the LLC and its affairs be dissolved.

XXXVII. **FINAL DISTRIBUTIONS.** Upon the ending of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

XXXVIII. **RECORDS AND INSPECTION.** The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, at the expense, of any Member.

XXXIX. **RECORDS AND INSPECTION.** The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, at the expense, of any Member.

XL. **OBTAINING ADDITIONAL INFORMATION.** Each Member of the LLC has the right to reasonably demand information related to the Member's interest as a Member in the LLC including: (a) Business information and the financial condition of the LLC; (b) If available, obtaining copies of the LLC's federal, state, and local income tax returns for each year. (c) Obtaining information in regards to the affairs of the LLC as is just and reasonable.

XLI. **APPLICABLE LAW.** Within the means of the law, this Agreement shall be constructed in accordance with and governed by the laws of the State of Alaska.

XLII. **AMENDMENT.** At any time a Member may wish to propose a new amendment but the other Members can waive it. The Proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. Once the majority of the Member approves the amendment it shall be in effect. This Agreement may not be amended nor may any

rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

- XLIII. **COUNTERPARTS.** The instrument may be executed in any number of counterparts each of which shall be considered an original.
- XLIV. **PRONOUNS.** The use of a pronoun shall be deemed to include singular, plural, individuals, feminine, masculine, partnerships or corporation where applicable when referencing to a Member or a Manager.
- XLV. **FURTHER ACTION.** Upon the request by the LLC, each Member has the duty and shall agree to perform all appropriate and necessary assignments within the provisions of this Agreement.
- XLVI. **FACSIMILES.** For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.
- XLVII. **SPECIFIC PERFORMANCE:** All Members agree that it would be greatly damaging if any of the provisions of this Agreement were not performed to meet their specific performance and that monetary damages would not provide an adequate remedy in such event. If the provisions become breached, the non-breaching Members are entitled to take action in any court of the United States or any state thereof having subject matter to the jurisdiction.
- XLVIII. **METHOD OF NOTICE.** All written notices shall be sent to the address of the LLC at its place of business or to the Member who is set forth on the signature page of this Agreement. All notices shall be effective when received either by hand or receipt of delivery.
- XLIX. **COMPUTATION OF TIME.** In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

- L. **ENTIRE AGREEMENT** The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member. Each Member agrees to be bound by all of the terms and conditions of this agreement and the formation certificate or articles.

SIGNATURE OF MEMBERS

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

MEMBER

DocuSigned by:


Signature 0518921A7B4946F...

Print Name of Member: Chris C Long

Address: 879 Linda Court

City, State, Zip: Homer, Alaska, 99603

Phone: 419-708-0174

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

**COSMIC ENTERPRISES LLC
&
COSMIC SEAWEEED LLC
COMMERCIAL LEASE AGREEMENT**

THIS LEASE is made this August 1, 2024, between Cosmic Enterprises LLC, an Alaska Limited Liability Company (hereafter referred to as “Landlord”), and Cosmic SeaWeed, LLC, an Alaska Limited Liability Company, owned by Chris Long, an individual. (hereafter referred to as “Tenant”) The Tenant and Landlord are collectively referred to as the “Parties.” This Agreement to Lease is referred to throughout the Agreement to Lease as “Lease” and/or “Agreement.”

1. Premises. Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord the “Premises” located at 261 & 271 E Bunnell Avenue, Homer, AK 99603, with the legal description of: T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 151.

2. Term.

2.1 Term. The term of this Lease shall be a five (5) year Lease commencing on August 1, 2024 (the “Lease Commencement Date”), with options to renew as provided below. If Tenant complies with its obligations arising pursuant to the terms of this Lease, possession of the Premises shall be provided to Tenant on the Lease Commencement Date.

2.2 Option to Renew. If the Tenant is not in default hereunder, the Tenant or Landlord may renew the Lease upon reaching a mutual written Agreement before the expiration of this Lease at midnight on July 31, 2027; extensions or renewals of this Lease may be subject to terms and conditions different from this Lease Agreement.

2.3 Early Termination. In the event Tenant, despite best efforts and at no fault of its own, is unable to obtain the necessary Alaska state licenses, Kenai Peninsula Borough land use permit approvals, and any requirements set forth by the City of Homer to operate a marijuana establishment [or there are changes in Local, State, or Federal law that make the business of Tenant illegal, Tenant may, at Tenant’s election, be released from the terms of the Lease. In such event, the Landlord shall retain as liquidated damages all payments and deposits paid by or on behalf of the Tenant, and the Tenant shall pay an additional Ten Thousand Dollars (\$10,000.00) to be released from all liabilities and obligations of the Lease. Landlord and Tenant acknowledge that Landlord’s damages in such an event are difficult to precisely measure, but that sum is a fair and reasonable approximation of those damages. This release and liquidated damages provision is not applicable in circumstances other than those expressly set forth in this paragraph.

3. Rent.

3.1 Rent. During the five-year term of this Lease, the Rent shall be Ten Thousand Dollars (\$10,000.00) per month. Tenant shall pay the applicable rent to Landlord at the Landlord’s address specified below, or at such other place as the Landlord may hereinafter designate, on or before

the 1st of each month. The Tenant must also pay all real property tax obligations associated with the Premises Leased.

Rental adjustments are permissible at the discretion of the Landlord.

3.2 Late Payment. Tenant acknowledges that if rent is not paid before the 20th of the month, then Tenant shall be assessed a \$100.00 late fee per day the rent is delayed. Any failure by the Tenant to make a rental payment then due within twenty (20) days after the date due and after the Landlord has provided the Tenant notice of non-payment shall constitute a material default under this Lease, and the Landlord shall have all the rights and remedies specified in this Lease.

4. Landlord's Title – Quiet Enjoyment.

4.1 Landlord's Authority. Landlord represents and warrants to the Tenant that it has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed hereunder.

4.2 Quiet Enjoyment. Landlord covenants that the Tenant, upon paying the rent and all other charges herein provided for and observing and keeping all covenants, Agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the term of his Lease.

4.3 Covenant of Use. The Landlord makes no representations or warranties to the Tenant as to the suitability of the Premises for the Tenant's intended purposes. Tenant is responsible for confirming that Tenant's intended use is authorized by applicable law; covenants, conditions, restrictions, and easements affecting title, which may appear in the public record, including those shown on any recorded plat or survey; the Kenai Peninsula Borough Code and any ordinances from the City of Homer. With regard to all such matters, the Tenant is relying on its own investigations and such inspections and studies as it chooses to conduct. The Premises may not be used for any other purpose without written consent from the Landlord.

5. Utilities and Services. Tenant shall procure in its own name and pay promptly when due all charges for all property taxes, sewer, garbage disposal, telephone, electricity, cable, heat, gas, power, and any other utilities, services, or operating expenses and like charges, including any fire protection or security charges, furnished to, or consumed upon the Premises. Landlord shall not be liable for any failure or interruption of utilities or other services to the Premises. Tenant shall coordinate with the electrical utility company to address additional electrical needs. Tenant shall pay for any necessary power upgrades for its product manufacturing use.

6. Taxes and Assessments.

6.1 Real Estate Taxes and Assessments. Tenant shall pay real estate taxes and assessments on the Premises in full before their due date. If the Tenant pays such real estate taxes or assessments late, the Tenant shall also pay any interest, fees, and penalties arising from the late payment. The Tenant shall pay its share for the time they have access to the Premises during the calendar year. The Landlord agrees to ensure that the Tenant receives all invoices or statements for taxes due at least fourteen (14) days before such taxes are due. Upon demand by the Landlord, the Tenant shall provide proof of payment of such taxes and assessments.

If Tenant fails to pay real property taxes and assessments when due, Landlord may, at its option, pay the same, and the amount paid by Landlord, including any interest and penalties thereon, shall immediately be due and payable, with interest at 1.5% per month, or the maximum legal rate if applicable. Such payment by the Landlord shall be in addition to all other remedies that may be available to the Landlord for the default by the Tenant.

Upon receipt, the Landlord shall provide the Tenant with all documents and notices concerning the Premises' change in value (for real estate tax purposes). At Tenant's expense, Tenant may contest any such real property taxes or assessments in any manner permitted by law, in Tenant's name, and whenever necessary and required by law, in Landlord's name. Landlord shall cooperate with Tenant and execute any documents or pleadings required for such purposes, provided that Landlord shall be satisfied that the facts set forth in such documents or pleadings are accurate and that such execution or cooperation does not impose any obligations, expense, or liability on Landlord.

6.2 Additional Taxes. Should there presently be in effect or should there be enacted during the term of this Lease any law, statute, or ordinance levying any tax (other than Federal or State income taxes) directly or indirectly, in whole or in part, upon rents or the income from real estate or rental property, or increasing any such tax, Tenant shall reimburse Landlord monthly, as additional rent, at the same time as minimum rental payments are due hereunder, for the actual amount of all such taxes paid. Tenant shall pay any license or excise fees and occupation taxes covering business conducted in, on, or about the Premises.

7. Repairs, Maintenance, and Condition of Premises.

7.1 Condition of Premises. The Property is Leased as-is. The Landlord is not responsible for theft, damage, or disturbing the Tenant's property.

The Tenant is responsible for environmental remediation as required by State or Local Government regulations or ordinances. The Tenant is solely responsible for ensuring that the process of producing marijuana products does not create any noxious or unpleasant fumes or create a disturbance of any kind for any neighbors or passers-by. The Tenant is responsible for any and all issues that may arise due to the nature of the marijuana product manufacturing industry, including Notices of Violation, City or Borough ordinance compliance, or any other issues.

7.2 Maintenance and Repair. The Tenant shall be responsible for maintaining the structural integrity of the building, the roof, and all mechanical portions of the Premises now existing (heating, plumbing, electrical, etc.) throughout the entirety of the Lease and shall be returned to the Landlord in the same or better condition than initially Leased. The Tenant is responsible for maintaining other internal aspects of the Premises (e.g., light bulb replacement, door replacement, etc.). The Tenant shall also be responsible for snow and ice removal, sanding, and landscaping.

7.3 Alterations, Additions, and Improvements. Tenant, at its sole cost and expense, shall request Landlord to make alterations, additions, and improvements to the Premises with Landlord's prior written consent, which shall not be unreasonably withheld.

7.4 Entry and Inspection. Upon no less than twenty-four hours' notice and compliance with Tenant's marijuana visitor log policy, Tenant will permit Landlord or its agents to enter the Premises during normal business hours, excluding legal holidays, to inspect, clean, repair, alter, or improve the Premises, or to show the Premises to prospective Purchasers or Tenants. In exercising its rights under this section, the Landlord will not unreasonably interfere with the conduct of the Tenant's business.

8. Use of Premises.

8.1 Nature of Use. Tenant shall use the Premises for a retail marijuana store, marijuana product manufacturing and a marijuana cultivation establishment provided all necessary permits and licenses are obtained, including, but not limited to, approvals from the State of Alaska, the Kenai Peninsula Borough, the City of Homer, and any other necessary state and local agencies. The Landlord agrees that the Tenant shall use the Premises to cultivate, produce and sell marijuana and marijuana products.

8.2 Hazardous Substances.

8.2.1 Presence and Use of Hazardous Substances. Unless otherwise set forth in this Section 9.2, Tenant shall not, without Landlord's prior written consent, keep on or around the Premises or Common Areas, for use, handling, disposal, treatment, generation, storage, or sale, and "Hazardous Substance" hereinafter defined as any "Permitted Hazardous Substances" as defined below, which are hazardous or toxic substance, or waste, regulated pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act, and the Occupational Safety and Health Act due to its potential harm to health, safety, or welfare of humans or the environment. With respect to any such Hazardous Substance, Tenant shall;

8.2.1.1 Comply promptly, timely, and completely with all governmental requirements for reporting, keeping, and submitting manifests and obtaining and keeping current identification numbers.

8.2.1.2 Submit to Landlord true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and are submitted to the appropriate governmental authorities;

8.2.1.3 Within five (5) days of the Landlord's request, submit written reports to the Landlord regarding the Tenant's use, handling, storage, treatment, transportation, generation, disposal, or sale of Hazardous Substances and provide evidence satisfactory to the Landlord of Tenant's compliance with the applicable government regulations;

8.2.1.4 Allow Landlord or Landlord's agent or representative to come on the Premises during business hours and upon reasonable notice to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances;

8.2.1.5 Comply with minimum levels, standards, or other performance standards or requirements that may be set forth or established for certain Hazardous Substances (if minimum standards or levels apply to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

8.2.1.6 Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans, and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

Any costs incurred by the Landlord and associated with the Landlord's inspection of the Tenant's Premises and the Landlord's monitoring of the Tenant's compliance with the Section, including the Landlord's attorney's fees and costs, shall be Additional Rent and shall be due and payable to Landlord immediately upon demand by Landlord.

8.2.2 Default.

8.2.2.3 Upon the Tenant's default under this Section, in addition to the rights and remedies set forth elsewhere in the Lease, the Landlord shall be entitled to the following rights and remedies:

- (i) At Landlord's option, to terminate this Lease immediately;
- (ii) To recover any damages associated with the default, including, but not limited to, civil and criminal penalties and fees, loss of business and sales by the Landlord, any damages and claims asserted by third parties, and the Landlord's attorney's fees and costs.

8.3 Disposal of Non-Hazardous Waste Materials. All non-hazardous waste materials shall be disposed of by Tenant properly and in accordance with all applicable laws and regulations

8.4 Compliance with Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any state law, statute, zoning restriction, ordinance governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, comply with all state laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use of occupancy of the Premises.

9. Insurance; Indemnity.

9.1 General Liability Insurance. Tenant, at its own expense, shall procure and maintain in effect comprehensive General liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) for bodily and personal injury or death to any one person, with minimum limits of not less than One Million Dollars (\$1,000,000.00) for bodily and personal injury or death to more than one person; and with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to damage to property. In no event shall the limits of said policies be

considered limiting the liabilities of Tenant under this Lease. The above-stated minimum policy limits shall be subject to periodic review by the Landlord.

9.2 Casualty Insurance. Tenant, at its expense, shall maintain in effect the policies of insurance covering (a) the Premises, Leasehold improvements, fixtures, and equipment located on the Premises, for the full replacement value, and protecting against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage (if the building has a sprinkler system installed), vandalism and malicious mischief; and (b) all plate glass on the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the Premises, Leasehold improvements, fixtures, equipment, and plate glass so insured.

9.3 Worker's Compensation Insurance. Worker's Compensation insurance to at least statutory requirements.

9.4 Insurance Policies. All insurance shall name the Landlord as an additional insured and shall be with companies and with loss-payable clauses satisfactory to the Landlord. Copies of policies or certificates evidencing such insurance shall be delivered to the Landlord by the Tenant. No such policy shall be cancelable or amendable except after thirty (30) days written notice to Landlord.

Whenever the Landlord's reasonable business judgment, good practice, and changing conditions indicate a need for additional and different types of insurance coverage, the Tenant shall obtain such insurance at its expense upon request from the Landlord.

If the Tenant does not maintain or procure required insurance, after 10 days written notice to the Tenant, the Landlord may [but is not required to] procure and obtain such insurance. The cost of any such insurance obtained by the Landlord shall be additional rent, which will be due and payable upon demand.

9.5 Waiver of Subrogation. Landlord and Tenant mutually agree to waive their right of recovery against each other, and their respective officers, employees, or agents, for losses or damages occurring to the Premises, improvements, contents, other property of the waiving Party or under its control, or business interruptions related to the loss or damage to such property. However, the parties agree that this waiver applies only to losses covered by valid and collectible insurance and only to the extent that such insurance applies, not in excess of the amount collectible from such insurance. The waiver shall not apply to damages over the amount collectible from such insurance. Permission to grant this waiver is to be included in the provisions of the insurance policies now carried by both Landlord and Tenant. The continuation of this mutual waiver of subrogation is subject to the insurance continuing to grant this option on renewal policies.

9.6 Indemnification of Landlord. Landlord shall not be liable for any loss, injury, or death to a person or damage to property, in or about the Premises, from any cause, which at any time be suffered by Tenant or by its invitees or employees or agents, except to the extent caused by the sole negligence or willful misconduct of Landlord, its employees, agents, and contractors. The Tenant agrees to indemnify, defend, and save the Landlord, its employees, and its agents harmless

from any claims and expenses, including reasonable attorney's fees and costs and litigation-related expenses arising out of such injury, death, or damage; however, occurring, on or about the Premises.

9.7 Landlord Liability. Tenant shall store its property in and shall occupy the Premises at its own risk and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage. Landlord shall not be responsible or liable at any time for any loss or damages to the Tenant's equipment, fixtures, or other personal property of the Tenant or to the Tenant's business. Landlord shall not be responsible or liable to Tenant or to those claiming by, through, or under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of the person occupying adjacent, connecting, or adjoining Premises. Landlord shall not be responsible or liable for any defect, latent or otherwise, in the Premises or any improvements, equipment, machinery, utilities, appliances, or apparatus thereon. Landlord shall also not be responsible or liable for any injury, loss, or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, seam or snow or ice, running or the overflow of water or sewage in any part of said Premises or for any injury or damage caused by or resulting from acts of god or the elements, or for any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of any of said Premises, improvements, machinery, apparatus, or equipment by any person or by or from the acts or negligence of any occupant of the Premises.

10. Reconstruction and Restoration.

10.1 Minor Damage. If during the term hereof, the Premises are damaged by fire or other perils covered by the fire and extended coverage insurance on the Premises, and such damage is not "substantial," Landlord shall promptly repair such damage at Landlord's expense after the application of all insurance proceeds. This Lease shall continue in full force and effect.

10.2 Substantial Damage. If during the term hereof, the Premises are destroyed or damaged by fire or other perils covered by the insurance, and if such damage is "substantial," Landlord may at its option either (a) promptly repair such damage at Landlord's expense after the application of all insurance proceeds, in which event this Lease shall continue in full force and effect, or (b) cancel this Lease as of the date of such damage, by giving Tenant written notice of its election within thirty (30) days after the date Tenant notifies the Landlord of such damage.

10.3 Abatement of Rent.

10.3.1 If the Premises are destroyed or damaged and the Landlord repairs or restores them under this section, the Tenant shall continue the operation of this business in the Premises to the extent reasonably practicable. The rent payable hereunder for the period during which such damage, repair, or restoration continues shall be decreased in proportion to the proportion of usable Premises space compared to the total Premises space. The Tenant shall have no claim against the Landlord for any damage suffered by the Tenant because of such damage, destruction, repair, or restoration.

10.3.2 If Landlord shall be obligated to repair or restore the Premises under this Section and shall not commence such repair or restoration within ninety (90) days after such obligation shall accrue, or if the estimated repair time is more significant than 180 days, Tenant may at its option cancel this Lease as of the date of occurrence of such damage by giving Landlord notice of its election to do so at any time prior to the commencement of such repair or restoration and sue for damages cause Tenant by Landlord's breach, and obtain an order specifically enforcing Landlord's obligations to repair and restore. All of the said remedies shall be cumulative.

10.4 Definition of "Substantial." For the purpose of this Section 11, "substantial" damage to the Premises shall mean damage to the Premises the estimated cost of repair of which exceeds fifty percent (50%) of the then estimated replacement cost of the improvements to the Premises, or uninsured or underinsured damage exceeds six (6) months monthly rent in effect. The good faith determination by the Landlord of the estimated repair and replacement cost shall be prima facie evidence for this Section.

11. Condemnation.

11.1 Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as herein provided) shall be taken under the power of eminent domain, the Lease shall automatically terminate on the date the condemning authority takes possession,

11.2 Partial Taking. In the event of any taking under the power of eminent domain which does not so result in termination of this Lease, the monthly rental payable hereunder shall be reduced, effective on the date the condemning authority takes possession, in the same portion as the value of the Premises after the taking relates to the value of the Premises before the taking. Landlord shall promptly, at its sole expense, restore the portion of the Premises not taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

11.3 Awards. Any award for taking all or any part of the Premises under the power of eminent domain shall be the property of the Landlord, whether such award shall be made as compensation for diminution in value of the Leasehold or for taking of the fee. Nothing herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to or cost of removal of Tenant's trade fixtures and removable personal property, or for damages for cessation or interruption of Tenant's business.

12. Liens and Encumbrances. Tenant agrees that it will pay all costs for work done or caused to be done by it on the Premises, and Tenant will keep the Premises free and clear of all mechanics and other liens on account of work done for Tenant or persons claiming under Tenant. Should any claim of lien be filed against the Premises or any action affecting the title to such property be commenced, the Party receiving notice of such lien or action shall promptly give the other Party written notice thereof. In the event a dispute between Tenant and a third-party having lien rights arising from work performed for Tenant results in litigation to enforce such lien right in which Landlord or any Party deriving rights from Landlord is named a Party defendant, defense of such action shall, at Landlord's option immediately be assumed by Tenant. Tenant shall appear and defend Landlord and any parties deriving interest through Landlord or shall pay any costs or attorneys' fees

incurred by Landlord or parties deriving interest through Landlord in respect to their own defenses to such action and shall indemnify and hold Landlord and parties deriving interest through Landlord harmless from any judgment arising out of such litigation.

13. Surrender or Premises.

13.1 Surrender of Premises. Tenant shall promptly surrender possession of the Premises to Landlord upon the expiration or prior termination of the Lease. The Premises shall be surrendered in the same condition as they were at the commencement of the Lease term, normal wear and tear excepted, damages covered by insurance excepted, and acts of God or the elements excepted.

13.2 Holding Over. Any holding over by the Tenant after the Lease's expiration or termination shall be construed as a tenancy for a month-to-month, on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy. During such tenancy, the Tenant agrees to pay the Monthly Rental in effect immediately prior to commencement of the holding over, times 125%.

13.3 Sub-Tenancies. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, terminate all and any existing sub-tenancies, or may, at the option of Landlord, operate as an assignment to it of any such sub-tenancies.

14. Default by Tenant.

14.1 Default. The occurrence of any of the following events shall constitute a breach of this Lease by the Tenant.

14.1.1 Failure to Pay Rent. The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for ten (10) business days after written notice thereof by Landlord is received by Tenant.

14.1.2 Failure to Perform. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Tenant, other than payment of rent, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord is received by Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and after that diligently prosecutes such cure to completion.

14.1.3 Bankruptcy. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or by the filing by or against Tenant of a petition to have Tenant adjudged bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days filing); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever shall first occur.

14.2 Remedies in Default. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

14.2.1 Terminate Lease. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, the Landlord shall be entitled to recover from the Tenant all past due rents and other charges; the expenses of reletting the Premises, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and costs; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired Lease Term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum.

14.2.2 Continue the Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned or vacated the Premises. In such event, the Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease, including the right to recover past due rents and other charges, the rent and any other charges as may become due hereunder, and at Landlord's option, to recover the worth at the time of the award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided.

14.2.3 Other Remedies. Pursue any other remedy now or hereafter available to the Landlord under the laws or judicial decisions of the State in which the Premises are located, including but not limited to the right to assess against Tenant an amount equal to the reasonable attorneys' fees incurred by Landlord in collecting any rent or other payment due hereunder, which amount shall be due in full within ten (10) days of Tenant's receipt of the assessment by Landlord.

15. Default by Landlord. If Landlord is in default for more than thirty (30) days after receipt of Tenant's notice specifying such default, Tenant may incur any expense necessary to perform any obligation of Landlord specified in such notice and deduct such expense from any sums payable by Tenant under this Lease thereafter to become due or pursue any other remedy available at law, equity or by statute, including, but not limited to, damages and/or the right to terminate said Lease. Provided, however, if the Landlord's obligation is such that more than thirty (30) days are required for its performance, the Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and diligently prosecutes the same to completion.

Irrespective of anything contained in this Section 16, Tenant may not deduct any expenses against any sums payable by Tenant to Landlord under this Lease unless Tenant gave Landlord at least thirty (30) days' notice in writing of the default and Tenant's intention to incur expense to cure said default. In any event, the Tenant may only deduct the reasonable cost of curing

said default. Further, Tenant's inability to deduct said expense against any sums payable by Tenant to Landlord under this Lease shall not affect any other right or remedy of Tenant. In no event shall the Tenant have the right to terminate this Lease due to the Landlord's default.

16. Miscellaneous.

16.1 Waivers. No waiver by either Party of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by the breaching Party of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

16.2 Notices. All notices under this Lease shall be in writing and delivered in person or deposited in the United States Mail, certified and postage prepaid and addressed to the address of Tenant or Landlord shown below or at such other address as may be designated by either Party in writing.

16.3 General AMCO required Provisions: The Landlord shall not take into its possession any marijuana and shall contact the State of Alaska Alcohol & Marijuana Control Office (AMCO) before any access to the licensed Premises if the Tenant cannot be reached, abandons the Premises or any similar event. During any entry by the Landlord or its agents on the Premises, the Landlord's agents or employees shall be over the age of 21. They shall comply with the Tenant's visitor policy, show a government-issued ID, wear a visitor badge, remain in the eyesight of a designated Tenant agent, comply with and sign into the log-in sheet, and sign out when leaving the Premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall the Landlord have more than five persons enter the Premises per one supervising agent of the Tenant.

LANDLORD'S ADDRESS: 879 Linda Court
Homer, AK 99603

TENANT'S ADDRESS: 879 Linda Court
Homer, AK 99603

16.3 Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date until paid, but the payment of such interest shall not excuse or cure any default by Tenant.

16.4 Construction.

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

16.4.2 The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

16.4.3 The Lease constitutes the entire Agreement of the parties and supersedes all prior Agreements or understandings between the parties concerning the subject matter hereof;

16.4.4 This Lease may not be modified or amended except by written Agreement signed and acknowledged by both parties;

16.4.5 Time is of the essence of this Lease in every provision thereof, and

16.4.6 Nothing contained herein shall create the relationship of a principal ad agent, partnership, or joint venture between the parties. No provision contained herein shall be deemed to create any relationship other than that of Landlord and Tenant.

16.5 **Successor.** Subject to any limitations on assignments herein, all of the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

16.6 **Costs and Attorneys' Fees.** If by reason of any breach or default on the part of either Party hereto it becomes necessary for the other Party hereto to employ an attorney, then the non-breaching Party shall have and recover against the other Party in addition to costs allowed by law, reasonable attorneys' fees, and litigation related expenses. The non-breaching Party shall be entitled to recover reasonable actual attorney's fees, costs, and expenses, as provided above, regardless of whether litigation has commenced.

16.7 **Jurisdiction and Venue.** The parties hereto consent to the jurisdiction and venue of the Superior Court in Homer, Alaska.

16.8 **Dispute Resolution.**

16.8.1 **Occasions for Arbitration.** In the event of disputes between the parties related to this Agreement or the transactions or relationships contemplated hereby, such disputes shall be resolved by arbitration in accordance with the provision of this Article, and the parties waive the right to proceed in courts of law or equity as to these matters.

16.8.2 **Procedure.** In the event of such dispute as described in the preceding section, the dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All arbitration hearings shall be conducted in Homer, Alaska. Prior to instituting an arbitration proceeding, the parties agree to attempt to settle such dispute or claim through non-binding mediation presided over by a mutually agreeable mediator. The arbitrator's decision shall be final and binding, and no appeal may be taken therefrom. Arbitration shall be conducted under the laws of the state of Alaska. Said decision may be confirmed by a court of law, if necessary, in accordance with the provisions of Alaska law.

16.8.3 **Unlawful Detainer.** Notwithstanding the above arbitration clause, in the event of a failure to pay rent or other failure to perform hereunder by the Tenant, the Landlord shall be entitled to commence eviction proceedings under the unlawful detainer statute.

16.9 Broker. Both parties represent and warrant that no Brokers are owed any commissions in relation to this Lease Agreement.

16.10 Authority. Each individual executing this Lease on behalf of the Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the Tenant, in accordance with a duly adopted resolution of the shareholders of the Tenant authorizing and consenting to this Lease; authorizing the specific individuals signing this Lease to execute, acknowledge and deliver the same without the consent of any other shareholder; resolving that such action and execution is in accordance with the Operating Agreement of Tenant; and resolving that this Lease is binding upon Tenant in accordance with its terms.

16.11 Counterparts; Electronically Transmitted Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Each Party agrees to promptly deliver an executed original to this Agreement with its actual signature to the other Party. Still, a failure to do so shall not affect the enforceability of this Agreement; it is expressly agreed that each Party to this Agreement shall be bound by its own electronically transmitted signature and shall accept the electronic signature of the other Party to this Agreement.

16.12 Entire Agreement. This Lease constitutes and embodies the entire understanding and Agreement of the parties hereto relating to the subject matter hereof – any amendments after the execution date must be made in writing and signed by both parties.

DATED this 24th day of Aug. 2024

LANDLORD:

Cosmic Enterprises LLC

By: Chris Long
Chris Long – Manager, Member

TENANT:

Cosmic SeaWeed LLC

By: Chris Long
Chris Long, Member of CCC Management, LLC - Member

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

} SS:

Cara Hall, being first duly sworn, on oath deposes and says:
That I am and was at all times here in this affidavit
mentions, Supervisor of Legals of the Sound Publishing /
Peninsula Clarion, a newspaper of general circulation and
published at Kenai, Alaska, that the advertisement, a
printed copy of which is hereto annexed was published in
said paper on the dates listed below:

Cosmic Enterprises
June 5, 2024
June 12, 2024
June 19, 2024

X Cara Hall

SUBSCRIBED AND SWORN before me on this

20th day of June, 2024.

Donna K Schrader
NOTARY PUBLIC in favor for the State of Alaska.

My Commission expires October 19, 2027

NOTARY PUBLIC
DONNA K SCHRADER
STATE OF ALASKA
My Commission Expires October 19, 2027

Cosmic Enterprises LLC is applying under 3 AAC 306.400(a)(2) for a new Limited Marijuana Cultivation Facility license, license #38498, doing business as Cosmic Grow, located at 261 E Bunnell Avenue, Homer, AK, 99603, UNITED STATES.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 and Attorney Jana Weltzin, Esq. at jana@jdwccounsel.com or to 901 Photo Avenue, Second Floor, Anchorage, AK 99503.

Pub: May 25 & Jun 5 & 12, 2024

996583



Thursday, November 21, 2024

Sent via email: clerk@ci.homer.ak.us

Renee Krause, City Clerk
City of Homer

RE: New Application for Limited Marijuana Cultivation Facility

Business Name	:	Cosmic Grow
License Location	:	Homer/271 E. Bunnell Ave. Homer AK 99603
License No.	:	38498
License Type	:	Limited Marijuana Cultivation Facility

Dear Ms. Krause,

This serves to advise that the Kenai Peninsula Borough (KPB) has reviewed the above referenced application and has no objection to the issuance of the license.

Should you have any questions, or need additional information, please don't hesitate to let us know.

Sincerely,

Michele Turner, CMC
Borough Clerk

cc: cosmicseaweed@gmail.com

amco.localgovernmentonly@alaska.gov