

MEMORANDUM OF UNDERSTANDING

Between *Enlighten Gardens, LLC* & *Enlighten Extracts, LLC*
and **Midtown Community Council**
Effective Date: **December 13th, 2023**

This Memorandum of Understanding (hereafter "Agreement") is hereby entered into by and between **Midtown Community Council** and, *Enlighten Gardens, LLC*, doing business as *Enlighten Gardens & Enlighten Extracts, LLC* doing business as *Enlighten Extracts*, an operational marijuana cultivation facility and manufacturing facility, located at 524 E 48th Avenue, units 1A & 1B, Anchorage, Alaska 99503.

WHEREAS, the Community Council has a vested interest in ensuring that they represent the best interests of the community council area; and

WHEREAS, *Enlighten Gardens, LLC* and *Enlighten Extracts, LLC* are seeking to continue operating legitimate businesses within the community council area; and

WHEREAS, the Community Council and *Enlighten Gardens, LLC* and *Enlighten Extracts, LLC* have a long-term interest in continuing a mutually beneficial relationship to address communications, problem-solving; and

WHEREAS, this Agreement is intended to solidify neighborhood responsibility planning between the Companies and Community Council.

Now, therefore, the parties agree as follows:

AGREEMENT BASICS

1. The point of contact for the Marijuana Cultivation & Manufacturing Facility is Jane Stinson, who can be contacted as follows: 907-301-2428 by phone or jane@enlightenak.com via email. Contact may be outside of store hours if necessary to address issues as they arise. Changes to the point of contact or contact information shall be promptly shared with the Community Council. *Evan Levinton*
2. The point of contact for the Midtown Community Council is Kris Stoehner, President, who can be contacted as follows: stoehnerkris@gmail.com or 907-240-4324 *907-748-0989*
3. *Enlighten Gardens, LLC & Enlighten Extracts, LLC* shall engage with the community council and the residents and property owners within 500 feet of the proposed business location on the following schedule: *Quarterly community council meetings beginning March 2024*.
4. When the Community Council's residents or businesses, the Community Council, or the Marijuana Cultivation Facility or Marijuana Manufacturing Facility raise issues of concern, the Community Council and the Marijuana Cultivation Facility & Marijuana Manufacturing Facility will take the following progressive steps:
 - i. *Agree to discuss the issue at the next regularly scheduled community council meeting.*
 - ii. *Agree to call a special community council meeting to discuss the issue.*
 - iii. *Agree to call an executive board meeting of the community council to discuss the issue.*

The Marijuana Cultivation Facility and Marijuana Manufacturing Facility's are encouraged to attend regular Community Council meetings. The Community Council has identified the following particular considerations and expectations relating to the Marijuana Cultivation Facility and Marijuana Manufacturing Facility's operations:

- **Adherence to all municipal and state laws and regulations pertaining to the operation of a cannabis business**
- **Responsible business design and practices**
- **Neighborhood communication**
- **Active community citizenship**
- **Effective dispute resolution**
- **Cooperation with law enforcement**

The Marijuana Cultivation Facility and Marijuana Manufacturing Facility have identified the following particular concerns relating to locating within the Community Council:

- **Security Concerns**
- **Traffic Control**
- **Odor Control (cultivation)**

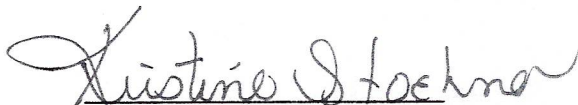
ASSEMBLY AUTHORITY

Each party recognizes and agrees that the authority to approve renewals of the municipal licenses for the Marijuana Cultivation Facility and Marijuana Manufacturing Facility rests exclusively with the Anchorage Municipal Assembly.

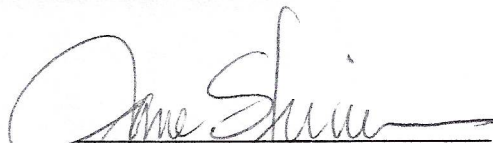
This Agreement mutually benefits the Community Council and Enlighten Gardens, LLC dba Enlighten Gardens & Enlighten Extracts, LLC dba Enlighten Extracts. The parties understand and acknowledge that they do not intend to create a formal partnership. Nothing in this Agreement shall be construed or interpreted to create any fiduciary responsibility between them. Neither party shall have any authority, express or implied, to act for or to assume any obligation or responsibility on behalf of the other party. Neither party shall be responsible for the liabilities of the other. The parties understand that non-compliance with this Agreement carries no penalties but instead shall be provided as information to the Anchorage Municipal Assembly for consideration during original and subsequent license and land use actions.

TERM OF AGREEMENT

The parties have executed this Agreement as of the effective date. The Agreement may be updated periodically with the concurrence of both parties and shall remain in effect as long as Enlighten Gardens, LLC and Enlighten Extracts, LLC are licensed to operate at the identified location.



Kris Stoehner - President
Midtown Community Council



Jane Stinson - Member
*Enlighten Extracts, LLC & Managing Member
of Enlighten Gardens, LLC*