



# Public Notice

## Application for Marijuana Establishment License

**License Number:** 12805

**License Status:** Active-Operating

**License Type:** Limited Marijuana Cultivation Facility

**Doing Business As:** SUNRISE GARDENS

**Business License Number:** 1030459

**Email Address:** bnd@sunrisegardensak.com

**Latitude, Longitude:** 61.548614, -149.808933

**Physical Address:** 14017 West Sunrise Drive  
Big Lake, AK 99652  
UNITED STATES

### Licensee #1

**Type:** Entity

**Alaska Entity Number:** 10034725

**Alaska Entity Name:** Purple Quail LLC

**Phone Number:** 907-388-4858

**Email Address:** bnd@sunrisegardensak.com

**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES

### Entity Official #1

**Type:** Individual

**Name:** Deborah Hutchens

**Phone Number:** 907-388-4858

**Email Address:** bnd@sunrisegardensak.com

**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES

### Entity Official #2

**Type:** Individual

**Name:** Millard Toms

**Phone Number:** 907-978-5642

**Email Address:** bnd@sunrisegardensak.com

**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES

*Note: No affiliates entered for this license.*

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

**POSTING DATE** \_\_\_\_\_

**Alcohol & Marijuana Control Office****License Number:** 12805**License Status:** Active-Operating**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** SUNRISE GARDENS**Business License Number:** 1030459**Designated Licensee:** Deborah Hutchens**Email Address:** bnd@sunrisegardensak.com**Local Government:** Matanuska-Susitna Borough**Local Government 2:****Community Council:** Big Lake**Latitude, Longitude:** 61.548614, -149.808933**Physical Address:** 14017 West Sunrise Drive  
Big Lake, AK 99652  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10034725**Alaska Entity Name:** Purple Quail LLC**Phone Number:** 907-388-4858**Email Address:** bnd@sunrisegardensak.com**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Deborah Hutchens**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-388-4858**Email Address:** bnd@sunrisegardensak.com**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Millard Toms**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-978-5642**Email Address:** bnd@sunrisegardensak.com**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES**Entity Official #3****Type:** Entity**Alaska Entity Number:** 10034725**Alaska Entity Name:** Purple Quail LLC**Phone Number:** 907-388-4858**Email Address:** bnd@sunrisegardensak.com**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES**Affiliate #1****Type:** Entity**Alaska Entity Number:** 10034725**Alaska Entity Name:** Purple Quail LLC**Phone Number:** 907-388-4858**Email Address:** bnd@sunrisegardensak.com**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES**Affiliate #2****Type:** Individual**Name:** Deborah Hutchens**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-388-4858**Email Address:** bnd@sunrisegardensak.com**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES

**Affiliate #3**

**Type:** Individual

**Name:** Millard Toms

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 907-978-5642

**Email Address:** bnd@sunrisegardensak.com

**Mailing Address:** PO Box 520594  
Big Lake, AK 99652  
UNITED STATES



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

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

## What is this form?

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

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

### Section 1 – Establishment Information

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

<b>Licensee:</b>	Purple Quail LLC	<b>License Number:</b>	12805		
<b>License Type:</b>	Limited Marijuana Cultivation Facility				
<b>Doing Business As:</b>	SUNRISE GARDENS				
<b>Physical Address:</b>	14017 West Sunrise Drive				
<b>City:</b>	Big Lake	<b>State:</b>	AK	<b>Zip Code:</b>	99652
<b>Designated Licensee:</b>	Deborah Hutchens				
<b>Email Address:</b>	bnd@sunrisegardensak.com				

### Section 2 – Attached Items

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

<b>Attached Items:</b>	<p>MJ-20 Deborah Hutchens</p> <p>MJ-20 Millard Toms</p>
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#### OFFICE USE ONLY

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

**Form MJ-20: Renewal Application Certifications**

**What is this form?**

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

**Section 1 – Establishment Information**

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

Licensee:	Purple Quail LLC	License Number:	12805		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Premises Address:	14017 West Sunrise Gardens Drive				
City:	Big Lake	State:	Alaska	ZIP:	99652

**Section 2 – Individual Information**

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

Name:	Millard Toms
Title:	Co-owner

**Section 3 – Violations & Charges**

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

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

Initials

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

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

Initials

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



Alaska Marijuana Control Board  
**Form MJ-20: Renewal Application Certifications**

**Section 4 – Certifications**

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

Initials

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

mt

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

mt

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

mt

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

mt

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

mt

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

mt

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

mt

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

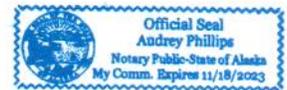
Millard D. Toms  
 Signature of licensee

Andrey Phillips  
 Notary Public in and for the State of Alaska

MILLARD D. TOMS  
 Printed name of licensee

My commission expires: 11-18-2023

Subscribed and sworn to before me this 29<sup>th</sup> day of June, 2020.





**Alaska Marijuana Control Board**  
**Form MJ-20: Renewal Application Certifications**

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License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Premises Address:	14017 West Sunrise Gardens Drive				
City:	Big Lake	State:	Alaska	ZIP:	99652

**Section 2 – Individual Information**

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

Name:	Deborah Hutchens
Title:	Co-owner

**Section 3 – Violations & Charges**

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

- I certify that I have **not** been convicted of any criminal charge in the previous two calendar years. DH
- I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years. DH
- I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020. DH

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

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Alaska Marijuana Control Board  
**Form MJ-20: Renewal Application Certifications**

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DH

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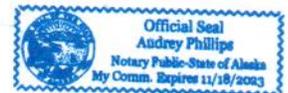
Dusen Hutchens  
 Signature of licensee

Audrey Phillips  
 Notary Public in and for the State of Alaska

Deborah Hutchens  
 Printed name of licensee

My commission expires: 11-18-2023

Subscribed and sworn to before me this 29<sup>th</sup> day of June, 2020.





Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

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<b>Designated Licensee:</b>	Deborah Hutchens				
<b>Email Address:</b>	bnd@sunrisegardensak.com				

### Section 2 – Attached Items

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<b>Attached Items:</b>	Proof of Possession for Proposed Premises
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#### OFFICE USE ONLY

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June 28, 2020

I, Millard D. Toms, owner of real estate described as "BIG LK RANCHETTES BLOCK 2 LOT 15" located at 14017 West Sunrise Drive, Big Lake, AK 99652 do lease the shop at said location to Purple Quail LLC doing business as Sunrise Gardens for perpetuity, effective May 13, 2017 through May 13, 2027 for \$1,000 monthly. Purple Quail LLC assumes responsibility of all utility expenses and all maintenance fees during the term of the lease. Purple Quail has approval to operate a state licensed marijuana establishment located in the shop and on the property located at 14017 West Sunrise Drive, Big Lake, Alaska 99652.

In case of default, the landlord will not remove or take possession of marijuana and AMCO enforcement will be notified.

I agree to the terms of the above Lease

*Millard D. Toms*

---

Millard D. Toms  
Property Owner  
Purple Quail LLC Manager



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
marijuana.licensing@alaska.gov  
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<b>City:</b>	Big Lake	<b>State:</b>	AK	<b>Zip Code:</b>	99652
<b>Designated Licensee:</b>	Deborah Hutchens				
<b>Email Address:</b>	bnd@sunrisegardensak.com				

### Section 2 – Attached Items

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

<b>Attached Items:</b>	Entity Documents
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#### OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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Department of Commerce, Community, and Economic  
Development

## CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database](#)

[Download / Corporations / Entity Details](#)

# ENTITY DETAILS

## Name(s)

Type	Name
Legal Name	Purple Quail LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10034725

**Status:** Good Standing

**AK Formed Date:** 1/8/2016

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** PO BOX 520594, BIG LAKE, AK 99652

**Entity Physical Address:** 440 SKYIDGE DR, FAIRBANKS, AK 99712

## Registered Agent

**Agent Name:** Deborah Hutchens

**Registered Mailing Address:** PO BOX 83438, FAIRBANKS, AK 99708

**Registered Physical Address:** 440 SKYRIDGE DRIVE, FAIRBANKS, AK 99712

## Officials

Show Former

AK Entity #	Name	Titles	Owned
	Deborah Hutchens	Member	50.00
	Millard Toms	Member	50.00

## Filed Documents

Date Filed	Type	Filing	Certificate
1/08/2016	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
1/08/2016	Initial Report	<a href="#">Click to View</a>	
1/03/2018	Biennial Report	<a href="#">Click to View</a>	
1/09/2020	Biennial Report	<a href="#">Click to View</a>	

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**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**SUNRISE GARDENS**

PO BOX 520594, Big Lake, AK 99652

owned by

PURPLE QUAIL LLC

is licensed by the department to conduct business for the period

January 9, 2020 to December 31, 2020  
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Anderson  
Commissioner

**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

**Purple Quail LLC**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **January 08, 2016**.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner

**OPERATING AGREEMENT**  
**of**  
**Purple Quail LLC**

**This Operating Agreement** (the "Agreement") made and entered into this 6th day of April, 2016 (the "Execution Date"),

**BETWEEN:**

Deborah Hutchens of PO Box 83438, Fairbanks, Alaska 99708, and  
Millard Toms of PO Box 83438, Fairbanks, Alaska 99708

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

**BACKGROUND:**

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the members within the limited liability company.

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

**Formation**

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

**Name**

2. The name of the Company will be Purple Quail LLC.

**Purpose**

3. This company is organized for the conduct of any or all lawful affairs for which a limited liability company may be organized.

**Term**

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

**Place of Business**

5. The Principal Office of the Company will be located at 440 Skyridge Drive, Fairbanks, Alaska 99712 or such other place as the Members may from time to time designate.

**Capital Contributions**

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Contributions to the Company.

<b>Member</b>	<b>Contribution Description</b>
Deborah Hutchens	This member will provide 50% of all costs.
Millard Toms	This member will provide 50% of all costs.

**Allocation of Profits/Losses**

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

9. Each Member will receive an equal share of any Distribution.
10. No Member will have priority over any other Member for any Distribution.

#### **Nature of Interest**

11. A Member's interest in the Company will be considered personal property.

#### **Withdrawal of Contribution**

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

#### **Liability for Contribution**

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

#### **Additional Contributions**

14. Additional Contributions will require the unanimous consent of all Members. Where Additional Contributions are determined to be required and where an individual Member is unwilling or unable to meet this requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default.
15. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Satisfaction of such debts will have priority over any other payments to Members.

#### **Capital Accounts**

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

**Interest on Capital**

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

**Compensation of Members for Services Rendered**

18. Members will be compensated by the Company for services rendered to or on behalf of the Company, including reimbursement for expenses directly related to the operation of the Company.

**Management**

19. Management of the Company is vested in the following manager (the "Manager") until such time as this Manager is removed by the Members or withdraws from the position:

Manager	Manager Address
Deborah Hutchens	PO Box 83438, Fairbanks, Alaska 99708

20. Management compensation will be as follows:

Manager	Type	Compensation
Deborah Hutchens	Individual	\$0.00 hourly

21. The duties and responsibilities of the Managers will include the following:

- Keep records, file reports, assure compliance of state regulations regarding operating marijuana cultivation facility business.

22. The limitations on the powers and authority of the Managers will include the following:
  - All important decisions will be made by unanimous vote of members.
23. A new Manager may be added to the Company with a unanimous vote of the Members.
24. A Manager will be reimbursed for expenses directly related to the operation of the Company.
25. All the Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, a Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.
26. In addition to day-to-day management tasks and any other duties and responsibilities already identified in this Agreement, the Manager's duties will include keeping, or causing to be kept, full and accurate business records for the Company according to generally accepted accounting principles. The Manager's duties will also include overseeing the preparation of any reports considered reasonably necessary to keep the Members informed of the business performance of the Company.
27. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.
28. Subject to any declared duty of loyalty, a Manager may engage in activities with other business entities where they are or may become a member or manager. A transaction between the Company and another company in which the Manager has a financial interest will not be void for this reason alone. The transaction will be valid only where it has been fully disclosed to the Members of the Company and they agree to the transaction.
29. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

**Authority to Bind Company**

30. Only the following individuals have authority to bind the Company in contract: All members by unanimous vote.

**Duty of Loyalty**

31. Any Member or Manager may invest in or engage in any business of any type, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company, excluding a marijuana testing facility, as long as within the regulations set out by State of Alaska Marijuana Control Board. A Member or Manager will have no obligation to present any opportunity to the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

**Duty to Devote Time**

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

**Member Meetings**

33. Member meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Members.
34. A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.
35. Regular meetings of the Members will be held only as required.

**Voting**

36. Each Member will have an equal vote on any matter.

**Admission or Change in Members**

37. A new Member may only be admitted to the Company with a unanimous vote of the existing Members and upon notification of AMCO board within 10 days of ownership change. If any change to be reported under section 3 AAC 306.040 will resulting a change of controlling interest of the marijuana establishment license, the marijuana establishment will file an application for transfer of another person under 3 AAC 306.045. The marijuana establishment will apply for and receive written consent prior to transferring a marijuana establishment license or controlling interest in a marijuana establishment license.

**Voluntary Withdrawal of a Member**

38. A Member may not withdraw from the Company without the unanimous consent of the remaining Members and upon notification of AMCO board within 10 days of ownership change. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.
39. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company, but per 3AAC 306.040, AMCO will be notified within 10 days on a form the board has prescribed.
40. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

**Involuntary Withdrawal of a Member**

41. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member. If any change to be reported under section 3 AAC 306.040 will resulting a change of controlling interest of the marijuana establishment license, the marijuana establishment will file an application for transfer of another person under 3 AAC 306.045. The marijuana establishment will apply for and receive written consent prior to transferring a marijuana establishment license or controlling interest in a marijuana establishment license.
42. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company, however, per 3AAC 306.040, AMCO will be notified within 10 days on a form the board has prescribed.

**Dissociation of a Member**

43. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining

Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement. If any change to be reported under section 3 AAC 306.040 will resulting a change of controlling interest of the marijuana establishment license, the marijuana establishment will file an application for transfer of another person under 3 AAC 306.045. The marijuana establishment will apply for and receive written consent prior to transferring a marijuana establishment license or controlling interest in a marijuana establishment license.

44. In the event the remaining Members are unwilling or unable to purchase the interest of the Dissociated Member due to a voluntary or involuntary withdrawal from the Company then the Members will submit to mediation and, if necessary, binding arbitration for a final resolution. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
45. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
46. On any purchase and sale resulting from the voluntary or involuntary dissociation of a Member, a dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

#### **Buyout Agreement**

47. In the event of a Member's interest in the Company becoming for sale, due to any reason, the remaining Members of the Company have a right of first purchase on the interest. The value of the interest in the Company will be determined as outlined in the Valuation of Interest section of this Agreement. A Member may not receive or transfer a marijuana establishment license or a

controlling interest in a marijuana establishment license issued without applying for a receiving prior written consent of the AMCO. Transfer of a license includes a sale of all or part of the interest of an individual owner per 3 AAC 306.045.

#### **Assignment of Interest**

48. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party.
49. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's interest in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests. A Member may not receive or transfer a marijuana establishment license or a controlling interest in a marijuana establishment license issued without applying for a receiving prior written consent of the AMCO. Transfer of a license includes a sale of all or part of the interest of an individual owner per 3 AAC 306.045.

#### **Valuation of Interest**

50. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles. This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their profit and loss share in the Company, less any outstanding liabilities a Member may have to the Company. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
51. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

#### **Dissolution**

52. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
53. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:

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

- b. in satisfaction of Company obligations to current Members to pay debts; and
  - c. to the Members in proportion to their profit and loss share in the Company.
54. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the Members in proportion to the profit and loss share of each Member as set out in this Agreement.

### Records

55. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
  - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
  - c. Name and last known business, residential, or mailing address of each Member and Manager, as well as the date that person became a Member or Manager.
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
  - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
  - f. All records required by the State of Alaska regulations set forth by AMCO including those listed in 3 AAC 306.755

### **3 AAC 306.755. Business records.**

- (a) A marijuana establishment shall maintain, in a format that is readily understood by a reasonably prudent business person, the following information:
- (1) all books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months must be maintained on the marijuana establishment's licensed premises; older records may be archived on or off premises;
  - (2) 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;
  - (3) the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
  - (4) records related to advertising and marketing;

- (5) a current diagram of the licensed premises including each restricted access area;
- (6) a log recording the name, and date and time of entry of each visitor permitted in a restricted access area;
- (7) all records normally retained for tax purposes;
- (8) 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; and
- (9) transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f).

(b) A marijuana establishment shall provide any record required to be kept on the licensed premises to an employee of the board upon request. Any record kept off premises must be provided to the board's employees within three business days after a request for the record.

(c) A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Loss of records and data, including electronically maintained records, will not be considered an excuse for a violation of this rule. Failure to retain records required under this section may be interpreted by the board as a license violation affecting public safety.

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

#### **Books of Account**

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

#### **Banking and Company Funds**

- 59. The funds of the Company will be placed a safe designated by Members. All members will have the combination to the safe. All withdrawals from the safe will be made by the Members as agreed by unanimous consent of the Members. Company funds will be cash and will not be commingled with those of any other person or entity.

#### **Audit**

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

#### **Tax Treatment**

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

**Annual Report**

62. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.
  - b. Income statement.
  - c. Balance sheet.
  - d. Cash flow statement.
  - e. A breakdown of the profit and loss attributable to each Member.

**Goodwill**

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

**Governing Law**

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

**Dispute Resolution**

65. In the event of a dispute arising out of or in connection with this Agreement, the Members will attempt to resolve the dispute through friendly consultation.
66. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Alaska. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Alaska.

**Force Majeure**

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

**Forbidden Acts**

68. No Member may do any act in contravention of this Agreement or in violation of the State of Alaska Statutes or Regulations pertaining to the Regulation of Marijuana Industry.
69. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
70. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
71. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
72. No Member may confess a judgment against the Company.
73. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

**Indemnification**

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

**Liability**

75. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or

employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

#### **Liability Insurance**

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

#### **Life Insurance**

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

#### **Actions Requiring Unanimous Consent**

78. The following actions will require the unanimous consent of all Members:
- a. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.
  - b. Releasing any Company claim except for payment in full.

#### **Amendment of this Agreement**

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

#### **Title to Company Property**

80. Title to all Company property will remain in the name of the Company.

#### **Miscellaneous**

81. Time is of the essence in this Agreement.
82. This Agreement may be executed in counterparts.
83. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice

versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.

84. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
85. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
86. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
87. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
88. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

#### **Definitions**

89. For the purpose of this Agreement, the following terms are defined as follows:
  - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
  - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.

- c. "Distributions" means a payment of Company profits to the Members.
- d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
- e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- g. "Principal Office" means the office whether inside or outside the State of Alaska where the executive or management of the Company maintain their primary office.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this 6th day of April, 2016.



Deborah Hutchens (Member)



Millard Toms (Member)

State of Alaska

4th Judicial District

The within document, Operating Agreement of Purple Quail LLC  
(document description)

Was subscribed and sworn (or affirmed) to before me on this 7th day of April, 2016  
(date) (month) (year)

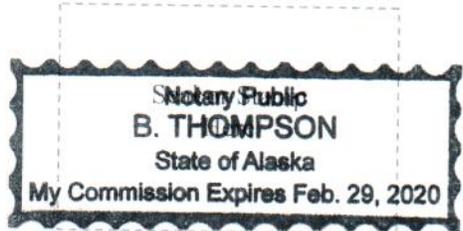
by Deborah Hutchens and Millard Toms  
(name of individual)

Dated: 4/7/2016

B. Thompson  
(Signature of Notary)

Notary Public for the State of Alaska

My Appointment Expires: 02/29/2020





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 #: 10034725  
Date Filed: 01/09/2020  
State of Alaska, DCCED

FOR DIVISION USE ONLY

**Domestic Limited Liability Company**

**2020 Biennial Report**

For the period ending December 31, 2019

Web-1/9/2020 11:44:05 AM

**Due Date:** This report along with its fees are due by January 2, 2020

**Fees:** If postmarked before February 2, 2020, the fee is \$100.00.

If postmarked on or after February 2, 2020 then this report is delinquent and the fee is \$137.50.

**Entity Name:** Purple Quail LLC

**Entity Number:** 10034725

**Home Country:** UNITED STATES

**Home State/Prov.:** ALASKA

**Physical Address:** 440 Skyridge Dr, Fairbanks, AK 99712

**Mailing Address:** PO Box 520594, Big Lake, AK 99652

**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:** Deborah Hutchens

**Physical Address:** 440 SKYRIDGE DRIVE, FAIRBANKS, AK 99712

**Mailing Address:** PO BOX 83438, FAIRBANKS, AK 99708

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

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

Full Legal Name	Complete Mailing Address	% Owned	Member
Deborah Hutchens	PO BOX 83438, FAIRBANKS, AK 99708	50.00	X
Millard Toms	PO BOX 83438, FAIRBANKS, AK 99708	50.00	X

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

**Purpose:** We would like to set up our business under an LLC so that we may operate the company without jeopardizing our personal assets.

**NAICS Code:** 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

**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

Received by AMCO 6.29.20

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:** Deborah Hutchens