



MEMORANDUM

TO: Chair and Members of the Board DATE: June 2, 2016
FROM: Cynthia Franklin RE: Purple Quail, LLC, #10022
Director, Marijuana Control Board

This is an application for a new standard marijuana cultivation facility in the Fairbanks North Star Borough by Purple Quail, LLC DBA Sunrise Gardens.

Date Application Initiated: 03/01/2016
Date Fees Paid: 03/26/2016
Date Under Review: 03/30/2016
Incomplete Letter Date: 04/06/2016
Date Incompletion Corrected: 04/08/2016
Additional Incomplete Letter Sent: No
Date Final Documents Completed: 04/08/2016
Determined Complete/Notices Sent: 05/04/2016
Local Government Response/Date: No response yet; 60 day period runs 07/03/2016
DEC Response/Date: DEC responded "No permit needed"; 05/05/2016
Fire Marshal Response/Date: None yet
Objection(s) Received/Date: None
Staff questions for Board: Can the proposed licensed premises be non-contiguous? (See Premises Diagram)

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.

Member	Contribution Description
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.

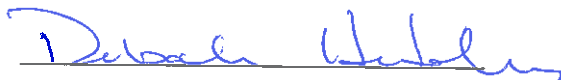
84. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision 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)

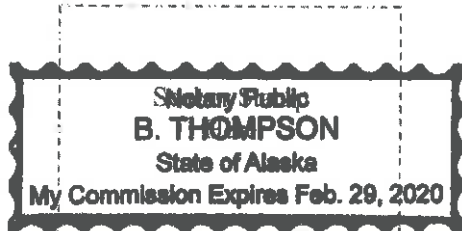
by Deborah Hutchens and Millard Toms
(name of individual)

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: 01/08/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-1/8/2016 1:40:03 PM

Entity Name: Purple Quail LLC
Entity Number: 10034725
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: Deborah Hutchens
Physical Address: 440 SKYRIDGE DRIVE,
FAIRBANKS, AK 99712
Mailing Address: PO BOX 83438, FAIRBANKS, AK
99708

Entity Physical Address: 14017 WEST SUNRISE DRIVE, BIG LAKE, AK 99652

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

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

Name	Address	% Owned	Titles
Deborah Hutchens	PO Box 83438, Fairbanks, AK 99708	50	Member
Millard Toms	PO Box 83438, Fairbanks, AK 99708	50	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Deborah Hutchens



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-00 Application Certifications
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OFFICE USE ONLY

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

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Purple Quail LLC	License Number:	10022
License Type:	STANDARD MARIJUANA CULTIVATION FACILITY		
Doing Business As:	SUNRISE GARDENS		
Premises Address:	440 SKYRIDGE DRIVE		
City:	FAIRBANKS	State:	ALASKA
		ZIP:	99712

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	MILLARD TOMS
Title:	OWNER

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐ ☒

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

--



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

Section 4 – Certifications

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

Initials

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



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



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



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



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



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



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



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



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



I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.



I certify that all proposed licensees have been listed on my application with the Division of Corporations.



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





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

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

Initials

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

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




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

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



All marijuana establishment license applicants:

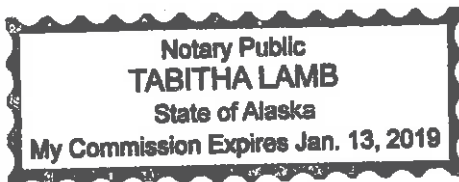
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of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


Signature of licensee

Subscribed and sworn to before me this 17 day of march, 2016.


Notary Public in and for the State of Alaska.

My commission expires: 01-13-2019





Alaska Marijuana Control Board

Form MJ-00: Application Certifications**What is this form?**

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

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

Section 1 – Establishment Information

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

Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Sunrise Gardens				
Premises Address:	440 Skyridge Drive				
City:	Fairbanks	State:	ALASKA	ZIP:	99712

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Deborah Hutchens
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐☒

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

--



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

Section 4 – Certifications

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

Initials

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

DH

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

DH

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

DH

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.

DH

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.

DH

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.

DH

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).

DH

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

DH

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.

DH

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) and affiliates (as defined in 3 AAC 306.990(a)(1)) have been listed on my online marijuana establishment license application.

DH

I certify that all proposed licensees have been listed on my application with the Division of Corporations.

DH

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.

DH



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

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

Initials

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

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



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

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

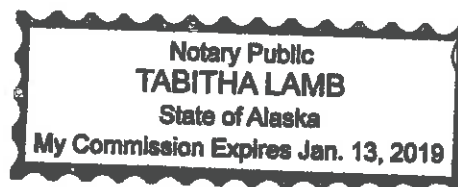


All marijuana establishment license applicants:

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

Deborah Hitchens
Signature of licensee

Subscribed and sworn to before me this 17 day of March, 2016.



Tabitha Lamb
Notary Public in and for the State of Alaska.

My commission expires: 01-13-2019



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-02 Premises Diagram
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OFFICE USE ONLY

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

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-07 Public Notice Posting Affidavit
------------------------	--

OFFICE USE ONLY

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

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) 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 submitted to AMCO's main office 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:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Sunrise Gardens				
Premises Address:	440 Skyridge Dr				
City:	Fairbanks	State:	ALASKA	ZIP:	99712

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: March 1, 2016

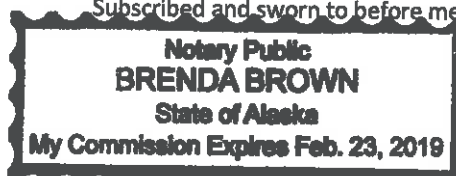
End Date: March 12, 2016

Other conspicuous location: Farmers Loop Sourdough Gas Station

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Subscribed and sworn to before me this 18th day of March, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 2-23-19



Public Notice

Application for Marijuana Establishment License

License Number: 10022

License Status: Initiated

License Type: Standard Marijuana Cultivation Facility

Doing Business As: SUNRISE GARDENS

Business License Number: 1030459

Email Address: bnd@SunriseGardensAK.com

Latitude, Longitude: 64.550702, -147.404507

Physical Address: 440 Skyridge Drive
Fairbanks, AK 99712
UNITED STATES

Owner #1

Owner 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 83438
Fairbanks, AK 99708
UNITED STATES

Affiliate #1

Owner Type: Entity

Alaska Entity Number: 10034725

Alaska Entity Name: Purple Quail LLC

Phone Number: 9073884858

Email Address: bnd@SunriseGardensAK.com

Mailing Address: Po box 83438
Fairbanks, AK 99708
UNITED STATES

Affiliate #2

Owner Type: Individual

Name: Deborah Hutchens

Date of Birth: [REDACTED]

Phone Number: 9073884858

Email Address: fsdah3@yahoo.com

Mailing Address: Po box 83438
Fairbanks, AK 99708
UNITED STATES

Affiliate #3

Owner Type: Individual

Name: Millard Toms

Date of Birth: [REDACTED]

Phone Number: 9079785642

Email Address: butcht@mtaonline.com

Mailing Address: 440 Skyridge Dr.
Fairbanks, AK 99712
UNITED STATES

Interested persons should submit written comment or objection to their local government, the applicant, and to the Alcohol & Marijuana Control Office at 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 or to marijuana.licensing@alaska.gov not later than 30 days after this notice of application.

POSTING DATE March 1, 2016



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-08 Local Government Notice Affidavit and Zoning Permits 17441 & 17442
------------------------	---

OFFICE USE ONLY

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

Form MJ-08: Local Government Notice Affidavit**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application (produced by the board's application website) to the local government and any community council in the area of the proposed licensed premises.

This form must be submitted to AMCO's main office 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:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Sunrise Gardens				
Premises Address:	440 Skyridge Drive				
City:	Fairbanks	State:	ALASKA	ZIP:	99712

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 and community council (if applicable):

Local Government: Fairbanks North Star Borough

Date Submitted: March 1, 2016

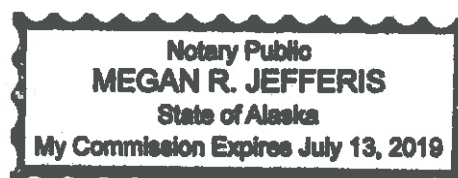
Community Council: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

Date Submitted: _____

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Dustin Hubbard
Signature of licensee

Subscribed and sworn to before me this 19th day of MARCH, 2016.



Megan R. Jefferis
Notary Public in and for the State of Alaska.

My commission expires: July 13, 2019



**Fairbanks North Star Borough
Department of Community Planning**

P.O. Box 71267
Fairbanks, Alaska 99707-1267

Phone: (907) 459-1260

Fax: (907) 459-1255

planning@co.fairbanks.ak.us

Zoning Permit Number: 17441

This permit is issued based on the lot dimensions and zone applicable to the lot on the date of issuance. If prior to construction, the zone or the lot dimensions change, this permit will no longer be valid and a new permit must be obtained.

General Information

Date: 3/1/2016

Telephone: 907-388-4858

Applicant: HUTCHENS DEBORAH

Cell Phone:

Mailing Address: PO BOX 83438, FAIRBANKS AK 99708

Email: bnd@SunriseGardensAK.com

Property Description: 0281841 TL-1404 SEC 14 T1N-R1W

Site Address: 440 SKYRIDGE DR

Existing Use: Residential

Structure: Single family residence

Residential

Structure: Guesthouse : Cabin

Residential

Structure: Accessory structure : Garage/Storage

Proposed Use: Commercial

Structure: Marijuana cultivation facility, indoor small : 1,288 sq.ft.

Dwelling Units: 1

New: 0

Existing: 1

Building Height (stories): 21

Total Area of Structure: 1,600 SF

New: 0 SF

Existing: 1,600 SF

Lot Size: 5.00 AC

Est. Construction Cost: \$3,900

Note: This zoning permit is for marijuana cultivation facility, indoor small. 1,288 sq.ft of the two story garage/storage (total 1,600 sq.ft of space) will be used for marijuana cultivation facility, indoor small. The applicant shall submit current and accurate documents if the site plan or other application materials are changed subsequent to issuance of this permit.

- I certify that I am the owner or that I am authorized to act for the owner of the property.
- I certify that this information is to the best of my knowledge true and complete.
- I acknowledge and will comply with the conditions set forth in this zoning permit.
- I am responsible for obtaining all applicable federal, state and local permits and approvals.
- I understand that this permit is appealable and that this appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.54.070.
- This permit is issued contingent upon the applicant obtaining the appropriate State of Alaska Commercial Marijuana Facility License.

Deborah Whiteley
Applicant Signature

3-1-16
Date

Zoning Specifications

Flood Zone: X (100%)

Existing Zone: RA-5 (100%)
Minimum Lot Size: 200000
Front Yard Req: 35
Side Yard Req: 10
Rear Yard Req: 10

Road Service Area: Yes
Parking Spaces Req: 2
Building Type: Accessory

Conditions

Floodplain Permit Required: No

FNSB Driveway Permit Required: Yes

Conditions: Marijuana cultivation facility, indoor small

Reasons: Marijuana cultivation facility, indoor small meets Title 18 requirements

Permit Approval: Approved

Manish
Zoning Official: Singh, M

3/1/2016
Date

This is a Fairbanks North Star Borough Community Planning Department Zoning Permit. Please contact other departments and agencies to obtain permits as necessary.



**Fairbanks North Star Borough
Department of Community Planning**

P.O. Box 71267

Fairbanks, Alaska 99707-1267

Zoning Permit Number: 17442

Phone: (907) 459-1260

Fax: (907) 459-1255

planning@co.fairbanks.ak.us

This permit is issued based on the lot dimensions and zone applicable to the lot on the date of issuance. If prior to construction, the zone or the lot dimensions change, this permit will no longer be valid and a new permit must be obtained.

General Information

Date: 3/1/2016

Applicant: HUTCHENS DEBORAH

Mailing Address: PO BOX 83438, FAIRBANKS AK 99708

Telephone: 907-388-4858

Cell Phone:

Email: bnd@SunriseGardensAK.com

Property Description: 0281841 TL-1404 SEC 14 T1N-R1W

Site Address: 440 SKYRIDGE DR

Existing Use: Residential	Structure: Single family residence
Residential	Structure: Guesthouse : Cabin
Residential	Structure: Accessory structure : Garage/Storage

Proposed Use: Commercial	Structure: Marijuana cultivation facility, outdoor limited : 900 sf of 5 ac (0.41 %)
---------------------------------	---

Dwelling Units: 1	New: 0	Existing: 1
--------------------------	---------------	--------------------

Building Height (stories): 0

Total Area of Structure: 0 SF	New: 0 SF	Existing: 0 SF
--------------------------------------	------------------	-----------------------

Lot Size: 5.00 AC

Est. Construction Cost: \$0

Note: The applicant shall submit current and accurate documents if the site plan or other application materials are changed subsequent to issuance of this permit.
The outdoor marijuana facility, including all land planted with marijuana, shall be located at least 50 feet from a lot line.

- I certify that I am the owner or that I am authorized to act for the owner of the property.
- I certify that this information is to the best of my knowledge true and complete.
- I acknowledge and will comply with the conditions set forth in this zoning permit.
- I am responsible for obtaining all applicable federal, state and local permits and approvals.
- I understand that this permit is appealable and that this appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.54.070.
- This permit is issued contingent upon the applicant obtaining the appropriate State of Alaska Commercial Marijuana Facility License.

Deborah Hultine

Applicant Signature

3-1-16

Date

Zoning Specifications

Flood Zone: X (100%)

Existing Zone: RA-5 (100%)

Minimum Lot Size: 200000

Front Yard Req: 35

Side Yard Req: 10

Rear Yard Req: 10

Road Service Area: Yes

Parking Spaces Req: 2

Building Type: Accessory

Conditions

Floodplain Permit Required: No

FNSB Driveway Permit Required: Yes

Conditions: Marijuana cultivation facility, outdoor limited

Reasons: Marijuana cultivation facility, outdoor limited meets Title 18 requirements

Permit Approval: Approved

Manish

Zoning Official: Singh, M

3/1/2016

Date

This is a Fairbanks North Star Borough Community Planning Department Zoning Permit. Please contact other departments and agencies to obtain permits as necessary.



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-09 Statement of Financial Interest
------------------------	--

OFFICE USE ONLY

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

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee or affiliate 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:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Sunrise Gardens				
Premises Address:	440 Skyridge Drive				
City:	Fairbanks	State:	ALASKA	ZIP:	99712

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Deborah Hutchens
Title:	Owner
SSN:	[REDACTED]



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

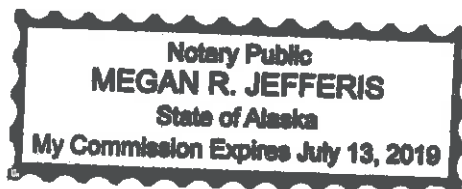
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.


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

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee/affiliate

Subscribed and sworn to before me this 19th day of MARCH, 2016.




Notary Public in and for the State of Alaska.

My commission expires: July 13, 2019



Alaska Marijuana Control Board

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

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) and affiliate (as defined in 3 AAC 306.990(a)(1)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee or affiliate 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:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Sunrise Gardens				
Premises Address:	440 Skyridge Drive				
City:	Fairbanks	State:	ALASKA	ZIP:	99712

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Millard Toms
Title:	Owner
SSN:	[REDACTED]



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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

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

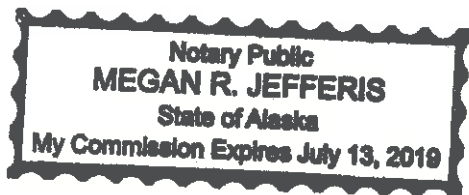
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.


I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee/affiliate

Subscribed and sworn to before me this 19th day of MARCH, 2016.




Notary Public in and for the State of Alaska.

My commission expires: JULY 13, 2019

Alcohol & Marijuana Control Office

Initiating License Application

3/1/2016 9:06:52 PM

License Number: 10022**License Status:** New**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** SUNRISE GARDENS**Business License Number:** 1030459**Designated Owner:** Deborah Hutchens**Email Address:** bnd@SunriseGardensAK.com**Latitude, Longitude:** 64.550702, -147.404507**Physical Address:** 440 Skyridge Drive
Fairbanks, AK 99712
UNITED STATES**Owner #1****Owner 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 83438
Fairbanks, AK 99708
UNITED STATES**Affiliate #1****Owner Type:** Entity**Alaska Entity Number:** 10034725**Alaska Entity Name:** Purple Quail LLC**Phone Number:** 9073884858**Email Address:** bnd@SunriseGardensAK.com**Mailing Address:** Po box 83438
Fairbanks, AK 99708
UNITED STATES**Affiliate #2****Owner Type:** Individual**Name:** Deborah Hutchens**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9073884858**Email Address:** fsdah3@yahoo.com**Mailing Address:** Po box 83438
Fairbanks, AK 99708
UNITED STATES**Affiliate #3****Owner Type:** Individual**Name:** Millard Toms**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 9079785642**Email Address:** butcht@mtaonline.com**Mailing Address:** 440 Skyridge Dr.
Fairbanks, AK 99712
UNITED STATES



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

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License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Publisher's Affidavit
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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AFFP

AAC 306.400(1)

Affidavit of Publication

UNITED STATES OF AMERICA
STATE OF ALASKA
FOURTH DISTRICT } SS.

Before me, the undersigned, a notary public, this day personally appeared Magdalena Ibarra, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500 and more than 10% of the population of the Fourth Judicial District, (iv) holding a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, and (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

February 26, 2016, March 04, 2016, March 11, 2016

and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.



Advertising Clerk

Subscribed to and sworn to me this 11th day of March 2016.



Marena Burnell, Notary Public in and for the State Alaska.

My commission expires: December 07, 2017

00008354 00033697

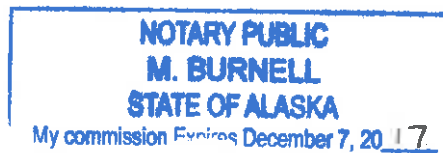
PURPLE QUAIL, LLC
PO BOX 83438
FAIRBANKS, AK 99708

33697

Purple Quail LLC
is applying for a new
Standard Marijuana Cultivation Facility
License 3
AAC 306.400(1),
doing business as
SUNRISE GARDENS
located at
440 Skyridge Drive
Fairbanks, AK 99712
UNITED STATES.

Interested persons should submit
comment or
objection to their local
government, the
applicant and to the
Alcoholic & Marijuana
Control Office at 550 W 7th Ave. Ste. 1600,
Anchorage, AK 99501.

Publish: 2/26, 3/4, 3/11/16





Alaska Marijuana Control Board

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

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Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Certificate of Organization for Purple Quail and Business License for Sunrise Gardens
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Business License #

1030459

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

SUNRISE GARDENS

PO BOX 83438 FAIRBANKS AK 99708

owned by

PURPLE QUAIL LLC

is licensed by the department to conduct business for the period

January 08, 2016 through December 31, 2017
for the following line 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.

Chris Hladick

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



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

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Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Operating Plan
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Mission statement–

Our goal is to exceed our customers' expectations through unparalleled commitment by providing the ultimate quality marijuana with the highest level of customer satisfaction and service. In obtaining our goals, we will make environmentally conscious decisions, reducing our carbon footprint, and increasing our sustainability practices. We also strive to keep our company as local as possible, providing jobs and safe, fresh, and affordable cannabis to Alaska.

Sunrise Gardens will strive to increase public support for responsible recreational and medical marijuana use in Alaska by developing and operating a marijuana cultivation facility within the legal regulations set by the State of Alaska Marijuana Control Board. It is our hope to be a part of this thriving new industry that will not only help the current economy by providing taxpayer dollars for the government, but create employment for our fellow Alaskans.

Legal Form of Ownership-

Sunrise Gardens is applying for a State of Alaska Standard Cultivation Facility License for property located at 440 Skyridge drive, Fairbanks, Alaska 99712. The property physical description is TL-1404 SEC 14 T1N-R1W. GPS coordinates for the property are 64°55'07.02" N 147°40'45.07" W. It is zoned RA-5 which is Rural and Agriculture, five acres. Deborah Hutchens is the legal owner of the property. The proposed licensed premises is not located within 500 feet of a school grounds, a recreation or youth facility, a building in which religious services are regularly conducted or a correctional facility.

Title to property is attached showing Deborah Hutchens as legal owner.

Please see attached subdivision plat noting uses for surrounding lots.

Zoning permits applications were granted by the Fairbanks North Star Borough on March 1, 2016. Zoning permits numbered 17441 for indoor cultivation facility and 17442 for outdoor cultivation are attached

Sunrise Gardens is licensed through the State of Alaska, holding business license #1030459 for the period January 8, 2016 through December 31, 2017.

Sunrise Gardens will operate under Purple Quail LLC. Purple Quail LLC was registered through the state of Alaska on January 8, 2016 with Alaska Entity #10034725. Officials of the entity are Millard Toms and Deborah Hutchens, husband and wife, both longtime residents of the state of Alaska. They each own a 50% interest. There are no other persons that have direct or indirect financial interest in the business.

Copies of Certificate of Organization and Business License attached.

Employer Identification Number issued by IRS: 81-1037830

Contact information for the owners of the business owner/operators:

Deborah Hutchens	907-388-4858	cell
Millard Toms	907-978-5642	cell
PO Box 83438		
Fairbanks, AK 99708		
bnd@SunriseGardensAK.com		

Personnel Qualifications & Training

Sunrise Gardens will require for all licensees, employees, agents, and anyone that cultivates, sells, transports, or checks ID of visitors to the premise to have completed and obtained a marijuana handlers permit in compliance with 3 AAC 306.700 and be trained in the requirements of AS 17.38. A list of approved course providers and a copy of 3 AAC 306.700 of how to obtain their certificate will be supplied to the individual. Sunrise Gardens shall keep a valid copy of the permit on file, on the premises of our marijuana cultivation facility and require that the person's marijuana handler permit card be in that person's immediate possession. It is Sunrise Gardens responsibility to insure that each person's marijuana handler permit card is valid and has not expired.

Cultivation Area

We are planning on renovating our existing two story garage into areas suitable for growing marijuana indoors, year round. Upon completion of renovations, the total square footage of the interior of the proposed marijuana cultivation facility will be approximately 1600 square feet. However, there will be a proposed maximum of 1,148 sq. ft. under cultivation at any one time. The remaining interior square footage is stairway, inventory storage, recording/surveillance storage, utility room, and arctic entry. The entire interior of this structure will be marked "Restricted Access" in compliance with 3 AAC 306.430 and 3 AAC 306.710. All exterior doors and windows of this structure will have a security alarm system installed and be continually monitored by video surveillance and a camera recording system in compliance with 3 AAC 306.430, 3 AAC 306.715, and 3 AAC 306.720.

In addition to growing marijuana indoors, Sunrise Gardens would like to grow it outdoors in raised beds, behind a secure, locked fence or wall a minimum of six feet tall. The area we propose to designate for this purpose is marked on the 11" x 17" drawing attached to this application. Total proposed fenced in area would be 30' x 30' for a total of 900 square feet, enclosing eight 4' x 10' raised garden beds for a total of 320 sq. ft. under cultivation. The entire interior fenced or walled area will be marked "Restricted Access" in compliance with 3 AAC 306.430 and 3 AAC 306.710. The secured fenced area will be continually monitored by video surveillance and camera recording system in compliance with 3 AAC 306.430, 3 AAC 306.715, and 3 AAC 306.720.

See attached proposed floor plan, proposed garden plot, and 11' x 17" As-built drawing highlighting in yellow the location of proposed greenhouse and garden plot.

Cultivation Plans

In addition to germinating seeds for our plants, it is our intention to establish "mother plants" to provide "cuttings or clones" that we will raise indoors, in order to maintain purity of the strains and shorten grow time. It is our intention to propagate different strains using the cutting method so that we may supply a variety to the area retail shops. Our plan is to utilize the long summer days here in the interior to grow strains bred exclusively for quick maturing time in our proposed outdoor cultivation area.

Sunrise Gardens will initially grow our plants in potting soil. When in full operation, we will be using a both traditional potting soil and hydroponics. The potting soil we use will be purchased

from a local retail store. The soil will be supplemented with compost that is produced on the property from a mixture of manure/straw/wood chips from our chickens and waste vegetation. Mineral supplements and organic fertilizers will be added based on the stage of plant growth.

We have plans for a hydroponics system that will consist of plants grown in a mixture of perlite, clay pellets, and/or rock wool cubes. Nutrients designed specifically for hydroponics will be used. As the water/nutrient solution expires, it will be recycled to water the garden.

There are many fertilizers currently on the market that have a good reputation for growing healthy, safe marijuana. Our preference would be to use products such as Eleanor's VF-11, Connoisseur Brand, and other similar brands for different stages of marijuana's growth. We will use the same nutrients for our plants grown in soil and hydroponics. Should we encounter issues with pests, we will use products created with natural ingredients specifically for plants used for human consumption. Examples of natural pest control will include a spray solution of clove oil, neem oil, and water. We will not be using any chemical based pesticides.

Standard greenhouse supplies will be purchased locally, as much as possible. Green Thumb Garden Center and Holm Town Nursery, for example, sell a wide variety of fertilizers, nutrients, and natural insecticides designed for growing marijuana that is safe for human consumption. Home Depot and Fred Meyers are among few of the stores who sell the potting soil we will use.

Our bud rooms will have additional CO2 provided by the cultivation of Oyster Mushrooms, purchased as a kit by MY CO2. This form of generating CO2 is safe and easy to maintain while providing the additional CO2 that benefits the marijuana plant during the budding stage.

Sunrise Gardens has no plans to use chemicals, gases, or other enhancers in our marijuana cultivation facility.

Inventory Tracking

Sunrise Gardens will use METRC, the state's tracking program, to assign a number and RDIF tag to all plants 8" or taller so that we will be able to identify and track from the time of propagation through the time transferred to another marijuana facility or destroyed, in compliance with 3 AAC 306.435 and 3 AAC 306.730. Inventory will be stored in a locked, secure, cool, dark, restricted area monitored by a video surveillance and camera recording system. Since the state's inventory tracking system is currently not available for the public, I can't say for sure how our facilities program will integrate with the state's program, but it is my understanding that the contractor, Franwell, will provide a program to interface with our point of sale software. I am familiar with using several different software programs and I am computer literate enough to say for certain, that I can learn to use the online program to insure compliance.

Weight Scales

As stated in 3 AAC 306.745, our facility will weigh our products using certified scales in compliance with AS 45.75.080, the Alaska Weights and Measures Act. Maintenance and inspection records will be kept on file and available to the director upon request.

Waste Disposal

Three days prior to disposing of our marijuana waste, both plant waste including roots, stalks, leaves, and stems and expired or returned marijuana samples, Sunrise Gardens will notify the state via the inventory tracking system in compliance with 3 AAC 306.740. Waste disposal will be conducted in a restricted access area and in full view of camera surveillance. Our plan is to make the plant waste unusable by grinding/finely chopping it and mixing it with at least an equal part of compostable material such as:

Fruit and vegetable trimmings	Houseplant trimming
Coffee grounds and filters	Eggshells
Tea bags	Leaves
Hay, straw, wood chips from our hen house	Sawdust
Shredded newspaper, cardboard, and paper	Nut Shells
Grass and yard clippings	Fireplace ashes

These are among some of the items suggested on the United States Environmental Protection Agency web site. This compost will eventually be recycled into the soil used to grow our gardens. Records will be updated in METRC as to final destination of the waste.

Nutrient enriched waste water from our cultivation facility's hydroponics system will be recycled into our garden.

Odor Control:

Sunrise Gardens cultivation facility is located on 5 acres of timbered property, off the main road, in a sparsely populated area. We don't anticipate any complaints about odor from the public, as there is no public access to the cultivation facility. However, due to the exhaust system we will have in place, an "active carbon filter" will be installed to filter the air prior to the air leaving the building.

Testing:

After each batch has been harvested and cured, samples will be taken from batches of individual strains of bud and flower by a designated individual who will then sign a statement showing the sample is randomly selected. The individual will transport the sample to the testing facility's licensed premises in compliance with 3 AAC 306.750, along with the signed statement. A copy of the statement will be kept as a permanent business record for the marijuana cultivation facility. The entire batch from which the sample was taken will be kept in a locked, secure, cool and dry storage area so as to protect the batch from contamination or loss of efficacy until the marijuana cultivation facility has received a report of the results from the tests by the marijuana testing facility. The results of the testing will be kept as a permanent record with the marijuana cultivation facility. Sunrise Gardens will not sell or transport until all testing required by 3AAC 306.645 has been complete in compliance with 3 AAC 306.455 and 3 AAC 306.465.

It is understood that from time to time the AMCO will appoint a marijuana testing facility to conduct a random sample of soil, fertilizers, pesticides, etc. Sunrise Gardens will cooperate with the testing facility and will bear all costs of the testing per 3 AAC 306.465.

Security, Lighting, Video Surveillance

Sunrise Gardens marijuana cultivation facility is located on 5 acres of timbered private property in a sparsely populated area off of the main road. It is marked with "No Trespassing" and "Property Under Video Surveillance" signs posted around the perimeter and along the driveway. If trespassers do not leave the premises after being asked, the state troopers will be notified. Should Sunrise Gardens experience an unauthorized breach of security, the State Troopers will be immediately notified by phone. Details of the breach will be relayed to the troopers and access to video surveillance will be provided.

The entire proposed indoor marijuana cultivation facility will be considered restricted access. The doors to the facility will remain locked whether occupied by a licensee/employee or vacant. Per 3 AAC 306.710, each entrance will be marked by a sign that says "Restricted access area. Visitors must be escorted." The signs will not be less than 12" by 12" with lettering not smaller than ½" tall and in high contrast color to the background.

The entire proposed outdoor marijuana cultivation area will also be considered restricted access. Enclosing the 30' by 30' production area will be a wall or fence a minimum of six feet high. There is no road or public access to this proposed outdoor production area. The entrance will be kept locked and per 3 AAC 306.710, marked by a sign that says "Restricted access area. Visitors must be escorted." There will be signs posted on each wall or fence stating the area is restricted access. The signs will not be less than 12" by 12" with lettering not smaller than ½" tall and in high contrast color to the background.

The doors and gates to the facility and outdoor production area will remain locked. In addition to commercial grade "keyed locks" on the facility entrance, an added security measure is in place that requires a security code to open the doors. The owners/licensee are the only persons that will have the security codes to those locks.

There will be a camera installed outside of the facility that will record all activity within a minimum of 20 feet of each entrance. Each room will have an infrared camera installed at an angle and height that will produce an unobstructed, clear, color video of all individuals and activities within the room at all times. There are cameras currently installed on our house that view all activity in the parking lot and the back yard. These existing surveillance cameras will be in addition to what is required for the cultivation facility and will only enhance the security of the premises as described in 3AAC 306.720.

The recording device for the surveillance camera's monitoring system will be housed in a locked cabinet within a secured, restricted access area. The only persons with access to the recording device and surveillance records will be the marijuana cultivation facility's licensee, authorized employee, and law enforcement. Business records will also be store in this locked cabinet.

There are six motion detecting lights that illuminate the parking area and cultivation facility. The lights mounted above the main entrance are activated when motion is detected beginning at approximately 40 feet away. There are also lights mounted outside on four areas of the main house, directed at the marijuana cultivation facility, outdoor production area, and parking lot. The lights are activated and remain illuminated as long as there is movement. In addition, the cameras used both inside and outside of the facility are infrared and record clear images regardless of the amount of light.

Sunrise Gardens proposed marijuana cultivation facility will not be "open for business" in the traditional sense. We will not be dealing directly with the public, rather with licensed testing

facilities and licensed retail facilities or marijuana manufacturing facilities only. There are motion detection alarms set on all windows and doors of the marijuana facility. These alarms, as well as the camera system, are on continuously 24 hours a day, seven days a week. There are also several motion detecting devices set in various locations within the facility that are activated when manually set by licensee or employees. When these alarms are triggered, email and text alerts are generated automatically and sent via WiFi to the owners, who then open an app on their smart phones to view activity detected. Simultaneously, cameras are recording all activity within and outside of the facility, as well as the outdoor production area, and may be viewed remotely or on site at any time. Any suspicious or unauthorized activity will be immediately reported to law enforcement.

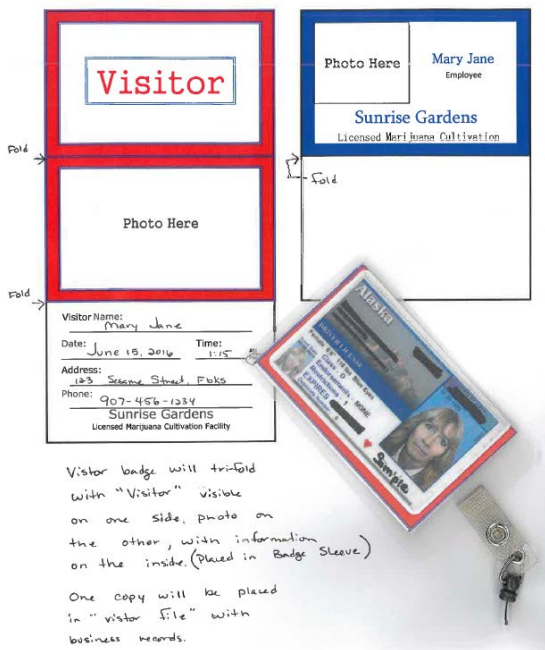
It is Sunrise Gardens plan to have our video surveillance recording and monitoring system to be housed in a locked storage cabinet in a restricted access area of the facility as shown in the attached floor plan, as explained in 3 AAC 306.720. This secure, locked cabinet will also serve as storage area for all books and business records listed in 3 AAC 306.755. Employee records including a list of names and marijuana handlers permit numbers of each licensee, employee, and agent who works at the facility, advertising and marketing records, visitor log books, tax records, a diagram of the facility including each restricted area and a diagram of the outdoor production area, all tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana is sold to a consumer, to another marijuana establishment, or destroyed, and all transportation records required in 3AAC 306.750. Due diligence in preserving and maintaining all required records will be accomplished by regular back up to a remote hard drive and stored off site. These records, including electronic data, will be kept for the current year as well as for the previous three years. In addition to a keyed lock, a manually keyed access code must be entered to open the door to this storage cabinet. This code is known only to the licensee/owners.

Visitors

Sunrise Gardens marijuana cultivation facility will not be available for public visitation and our plans for visitors will be strictly limited to AMCO board members, inspectors, law enforcement, or possible prospective retail clients or other individuals necessary for us to comply with regulations. No more than five visitors will be allowed on the premises for each licensee, employee, or agent of the licensee. Visitors must make arrangements prior to visiting the facility. Visitors will be escorted at all times by a licensee, employee, or agent of the marijuana cultivation facility. Per 3 AAC 306.710, before being allowed into the restricted access areas, each visitor will produce a valid form of photographic identification in the form of an unexpired, unaltered passport, an unexpired, unaltered driver's license, instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province or territory of Canada or an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. Each visitor will be issued and will wear a visitor identification badge bearing a current photograph of themselves while in the restricted area. A record will be kept of the name and date & time of entry of each visitor permitted in a restricted access area. No one under 21 years of age will enter the marijuana cultivation facility at any time. Sunrise Gardens will insure this by requiring a valid form of photographic identification.

Sunrise Gardens will have a badge form that must be completed that includes the visitor's name, address, phone number, date and time of entry as well as a place for a photo to be scanned. Upon completion of the form, it will be scanned with the ID or photo and copied, then folded to fit into a plastic badge sleeve. One copy of the form (badge), including photo, will be worn and

visible while in the access area. The other form will become a permanent record of the facility that will be logged into a book and stored electronically. Below is an example of what Sunrise Gardens proposes for a visitor badge.



**Also shown is a proposed Employee Badge.

Transportation and Delivery of Marijuana and marijuana products

Marijuana bud and flower produced at Sunrise Gardens facility will be packaged for wholesale in sealed packages not to exceed five pounds for re-packaging by the retail facility or in a package not to exceed one ounce for resale to a consumer without additional handling by a retail marijuana store. Wholesale packages not to exceed five pounds may be labeled as to whether contents are a single strain or a mixture of strains and sold to manufacturing facilities.

The packaging will not have any printed images, including cartoon characters that specifically target individuals under the age of 21. The food grade packaging will protect the product from contamination and will not impart any toxic or damaging substance to the marijuana. Each package prepared in compliance with 3 AAC 306.470 will be identified by a tracking label generated by METRC, the state's inventory tracking system. The labeled package will then be placed in a sealed, tamper-evident shipping container labeled in compliance with 3 AAC 306.475. Attached to the container will be a manifest from our inventory tracking system and will remain with the marijuana at all times. A copy of the manifest will be given to the licensed establishment that receives the shipment. The sealed container will then be placed into the locked storage compartment attached to the transport vehicle.

All labels affixed to packages from Sunrise Gardens marijuana cultivation facility will contain the following:

- 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.

Sunrise Gardens marijuana cultivation facility will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700. A complete, printed transport manifest on a form prescribed by the board will accompany the marijuana or marijuana product at all times during transport. Sunrise Gardens will use the marijuana inventory tracking system METRC 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. During transport, all 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. The vehicle transporting marijuana or marijuana product will travel directly from our marijuana cultivation facility to the receiving marijuana establishment (whether licensed marijuana testing facility, licensed marijuana manufacturing facility, or licensed marijuana retail facility 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. When the marijuana establishment receives marijuana or marijuana product from Sunrise Gardens or if Sunrise Gardens pick up a delivery from another facility, 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. We will keep records of all marijuana or marijuana product shipped or received or transported by our marijuana cultivation facility. Sunrise Gardens will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest. Sunrise Gardens plans for transporting marijuana or marijuana product is to place the sealed package within a heavy duty, locked, waterproof, stainless steel "Jobox". The Jobox is mounted in the bed of the owner's Ford F250 Super Duty Truck. The Jobox cannot be opened without a key and the Jobox cannot be lifted from the bed as it is securely bolted to the bed from the inside of the container. In addition, an alternate plan for transporting marijuana or marijuana product is in the owner's Nissan Exterra in a locked aluminum storage case that has been mounted to the cargo area inside of the vehicle. The storage case cannot be opened without a key and cannot be lifted from the cargo area as it will be bolted directly to the vehicle.

Signage and Advertising.

Sunrise Gardens has no plans to publicly advertise our business other than what is required for the application process. The only signage will be the name of our business painted on a sign approximately 12" by 18". One sign will be on the marijuana cultivation facility wall that is visible from the driveway and the other will be above the main entrance door. Our products will be sold to licensed marijuana facilities only. We know of several people applying for a license and it is our plan to do business with people we know or that we have reached out to such as a licensed retail store or licensed manufacture facility



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	2) Form MJ 01 Operating Plan
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OFFICE USE ONLY

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

Form MJ-01: Marijuana Establishment Operating Plan**What is this form?**

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

What must be covered in an operating plan?

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

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

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 Information

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

Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Sunrise Gardens				
Premises Address:	440 Skyridge Drive				
City:	Fairbanks	State:	ALASKA	ZIP:	99712

Mailing Address:	PO Box 83438				
City:	Fairbanks	State:	ALASKA	ZIP:	99708

Primary Contact:	Deborah Hutchens				
Main Phone:	907-388-4858	Cell Phone:	907-388-4858		
Email:	bnd@SunriseGardensAK.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

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

Unescorted visitors will not be allowed in the marijuana cultivation facility or in the outdoor production area. The marijuana cultivation facility is located on private property with "No Trespassing" and "Property Under Video Surveillance" signs posted around the perimeter and along the driveway. The facility building and outdoor production area fencing/walls are marked with signs announcing "Restricted Access. Visitors must be escorted" The doors and gates to the facility and outdoor production area will remain locked. In addition to "keyed locks" on the facility entrance, an added security measure is in place that requires a security code to open the doors. The owners/licensee are the only persons that will have the security codes to those locks. Sunrise Gardens marijuana cultivation facility will not be available for public visitation and our plans, as far as visitors go, will be strictly limited to AMCO board members, inspectors, law enforcement, or possible prospective retail clients or other individuals necessary for us to comply with regulations.

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

All visitors must make arrangements prior to visiting the facility. There is a limit of no more than five visitors per licensee, employee, or agent of the licensee. Per 3 AAC 306.710, before being allowed into the restricted access areas, each visitor will produce a valid form of photographic identification in the form of an unexpired, unaltered passport, an unexpired, unaltered driver's license, instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province or territory of Canada or an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. Sunrise Gardens will have a badge form that must be completed that includes the visitor's name, address, phone number, date and time of entry, and scanned photo before allowed into the restricted access area. The visitor will wear a visitor identification badge with a current photo while in the restricted areas. Each visitor will be within sight and sound of the person designated as escort.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

All visitors must make arrangements prior to visiting the facility. Sunrise Gardens will have a badge form that must be completed that includes the visitor's name, address, phone number, date and time of entry as well as a place for a photo to be scanned. Upon completion of the form, it will be scanned with the ID or photo and copied, then folded to fit into a plastic badge sleeve. One copy of the form (badge), including photo, will be worn and visible while in the access area. The other form will become a permanent record of the facility that will be logged into a book and stored electronically.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:

See attached

Visitor

Photo Here

Visitor Name: Mary Jane

Date: June 15, 2016 Time: 1:15

Address: 123 Sesame Street, Fbks

Phone: 907-456-1234

Sunrise Gardens
Licensed Marijuana Cultivation Facility

Photo Here

Mary Jane
Employee

Sunrise Gardens
Licensed Marijuana Cultivation



Visitor badge will tri-fold
with "Visitor" visible
on one side, photo on
the other, with information
on the inside. (Placed in Badge Sleeve)

One copy will be placed
in "visitor file" with
business records.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Security Alarm Systems and Lock Standards (3 AAC 306.715):

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

There are six motion detecting lights that illuminate the parking area and cultivation facility. The lights mounted above the main entrance are activated when motion is detected beginning at approximately 40 feet away. There are also lights mounted outside on four areas of the main house, directed at the marijuana cultivation facility, outdoor production area, and parking lot. The lights are activated and remain illuminated as long as there is movement. In addition, the cameras used both inside and outside of the facility are infrared and record clear images regardless of the amount of light.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

There are motion detection alarms set on all windows and doors of the marijuana facility. These alarms, as well as the camera system, are on continuously 24 hours a day, seven days a week. There are also several motion detecting devices set in various locations within the facility that are activated when manually set by licensee or employees. When these alarms are triggered, email and text alerts are generated automatically and sent via WiFi to the owners, who then open an app on their smart phones to view activity detected. Simultaneously, cameras are recording all activity within and outside of the facility, as well as the outdoor production area, and may be viewed remotely or on site at any time.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

Sunrise Gardens proposed marijuana cultivation facility will not be "open for business" in the traditional sense. We will not be dealing directly with the public, rather with licensed testing facilities and licensed retail facilities or marijuana manufacturing facilities only. There are motion detection alarms set on all windows and doors of the marijuana facility. These alarms are on continuously 24 hours a day, seven days a week. If Sunrise Gardens personnel are in the facility, these alarms can be manually deactivated, but the doors will remain locked whether personnel are inside or not. Any suspicious or unauthorized activity will be immediately reported to law enforcement.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures for preventing diversion of marijuana or marijuana product:

Except for those deemed necessary, we do not want visitors at our facility. We will not be advertising our business or location. Our marijuana cultivation facility is a locked facility on the same property as our residence and as such we have considerable control over who comes and goes. We have designated locked storage areas within the restricted areas of the facility to secure our marijuana product inventory. Security cameras and motion detection devices monitor the building at all times. No one except Sunrise Garden personnel, including visitors to the facility, will have direct contact with the marijuana or marijuana product. My husband and I will operate the cultivation facility and have complete and sole access to the building security; no one will have access to the marijuana without our knowledge.

Describe your policies and procedures for preventing loitering:

Sunrise Gardens marijuana cultivation facility is located on 5 acres of timbered private property in a sparsely populated area off of the main road. It is marked with "No Trespassing" and "Property Under Video Surveillance" signs posted around the perimeter and along the driveway. The property is several miles outside of city limits. If trespassers do not leave the premises after being asked, the state troopers will be notified.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

As mentioned, there will be several motion detecting devices within the marijuana cultivation facility. They will be placed in discrete areas and will be activated when owners/employees exit the facility. If motion is detected, email and text messages are automatically sent to the owners' smart phones, where the activity can be monitored and reported to local law enforcement if necessary.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

Should Sunrise Gardens experience an unauthorized breach of security, the State Troopers will be immediately notified by phone. Details of the breach will be relayed to the troopers and full co-operation with the troopers, including access to video surveillance, will be provided.

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:	Yes	No
Each restricted access area and each entrance to a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Both the interior and exterior of each entrance to the facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Each point of sale area	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clearly and accurately displays the time and date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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:

Attached is a diagram of location of security cameras inside and outside of Sunrise Gardens proposed marijuana cultivation facility. There will be a camera installed outside of the facility that will record all activity within a minimum of 20 feet of each entrance. Each room will have an infrared camera installed at an angle and height that will produce an unobstructed, clear, color video of all individuals and activities within the room at all times. There are cameras currently installed on our house that view all activity in the parking lot and the back yard. These existing surveillance cameras will be in addition to what is required for the cultivation facility and will only enhance the security of the premises as described in 3AAC 306.720.

Describe the locked and secure area where video surveillance recording equipment and 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 board:

It is Sunrise Gardens plan to have our video surveillance recording and monitoring system to be housed in a locked storage cabinet in a restricted access area of the facility as shown in the attached floor plan, as explained in 3 AAC 306.720. This secure, locked cabinet will also serve as storage area for all books and business records listed in 3 AAC 306.755.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☒☐

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

☒☐

Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

☒☐

Video surveillance records are stored off-site

☐☒



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Business Records (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. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes

No

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 are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

☐☐

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

☐☐

The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises

☐☐

Records related to advertising and marketing

☐☐

A current diagram of the licensed premises including each restricted access area

☐☐

A log recording the name, and date and time of entry of each visitor permitted into a restricted access area

☐☐

All records normally retained for tax purposes

☐☐

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

☐☐

Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)

☐☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Employee records including a list of names and marijuana handlers permit numbers of each licensee, employee, and agent who works at the facility, advertising and marketing records, visitor log books, tax records, a diagram of the facility including each restricted area and a diagram of the outdoor production area, all tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana is sold to a consumer, to another marijuana establishment, or destroyed, and all transportation records required in 3AAC 306.750 will be housed in a locked storage cabinet in a restricted access area of the facility as shown in the attached floor plan, as explained in 3 AAC 306.720. Due diligence in preserving and maintaining all required records will be accomplished by regular back up to a remote hard drive and stored off site. These records, including electronic data, will be kept for the current year as well as for the previous three years. In addition to a keyed lock, a manually keyed access code must be entered to open the door to this storage cabinet. This code is known only to the licensee/owners.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements 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 propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer "Yes" to all items below.

Marijuana Tracking and Weighing:

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

☒☐

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

☒☐

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:

Sunrise Gardens will use METRC, the state's tracking program, to assign a number and RDIF tag to all plants 8" or taller so that we will be able to identify and track from the time of propagation through the time transferred to another marijuana facility or destroyed, in compliance with 3 AAC 306.435 and 3 AAC 306.730. Since the state's inventory tracking system is currently not available for the public, I can't say for sure how our facilities program will integrate with the state's program, but it is my understanding that the contractor, Franwell, will provide a program to interface with our point of sale software. I am familiar with using several different software programs and I am computer literate enough to say for certain, that I can learn to use the online program to insure compliance.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 4 – Employee Qualification and Training**

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, 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, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer "Yes" to all items below.

Marijuana Handler Permit:

Yes No

Each licensee, 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

☒ ☐

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 premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

☒ ☐

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

☒ ☐

Describe how your establishment will meet the requirements for employee qualifications and training:

Sunrise Gardens will require for all licensees, employees, agents, and anyone that cultivates, sells, transports, or checks ID of visitors to the premise to have completed and obtained a marijuana handlers permit in compliance with 3 AAC 306.700 and be trained in the requirements of AS 17.38. A list of approved course providers and a copy of 3 AAC 306.700 of how to obtain their certificate will be supplied to the individual. Sunrise Gardens will insure that the individual person keep the marijuana handlers permit card on their person at all times when within the facility, on the premises or transporting marijuana or marijuana product.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to the statement below.

Marijuana Waste Disposal:

Yes

No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

☒☐

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

Three days prior to disposing of our marijuana waste, both plant waste including roots, stalks, leaves, and stems and expired or returned marijuana samples, Sunrise Gardens will notify the state via the inventory tracking system in compliance with 3 AAC 306.740. Waste disposal will be conducted in a restricted access area and in full view of camera surveillance. Sunrise Gardens plan is to make the plant waste unusable by grinding/finely chopping it and mixing it with at least an equal part of compostable material and depositing it into a compost bin near the outdoor production area.

Nutrient enriched waste water from our cultivation facility's hydroponics system will be recycled into our garden as there will be no harmful chemicals used at our facility.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

Fruit and vegetable trimmings

Eggshells

Coffee grounds and filters

Tea bags

Nut shells

Shredded newspaper, cardboard, and paper

Grass and yard clippings

Houseplants

Hay, straw, wood chips from our hen house

Leaves

Sawdust

Fireplace ashes

These are among some of the items suggested on the United States Environmental Protection Agency web site.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

Sunrise Gardens plan is to grind/finely chop all the marijuana plant waste by mixing it with at least an equal part of compostable material. This compost will eventually be recycled into the soil used to grow our gardens. Records will be updated in METRC as to final destination of the waste.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 6 – Transportation and Delivery of Marijuana and Marijuana Products**

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to all items below.

Marijuana Transportation:

Yes No

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

☒ ☐

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

☒ ☐

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

☒ ☐

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

☒ ☐

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

☒ ☐

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

☒ ☐

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

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

Marijuana bud and flower produced at Sunrise Gardens facility will be packaged for wholesale in sealed packages not to exceed five pounds for re-packaging by the retail facility or in a package not to exceed one ounce for resale to a consumer without additional handling by a retail marijuana store. Wholesale packages not to exceed five pounds may be labeled as to whether contents are a single strain or a mixture of strains and sold to manufacturing facilities. The packaging will not have any printed images, including cartoon characters that specifically target individuals under the age of 21. The food grade packaging will protect the product from contamination and will not impart any toxic or damaging substance to the marijuana. Each package prepared in compliance with 3 AAC 306.470 will be identified by a tracking label generated by METRC, the state's inventory tracking system. The labeled package will then be placed in a sealed, tamper-evident shipping container labeled in compliance with 3 AAC 306.475. Attached to the container will be a manifest from our inventory tracking system and will remain with the marijuana at all times. A copy of the manifest will be given to the licensed establishment that receives the shipment. The sealed container will then be placed into the locked storage compartment attached to the transport vehicle.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

Sunrise Gardens plans for transporting marijuana or marijuana product is to place the sealed package within a heavy duty, locked, waterproof, stainless steel "Jobox". The Jobox is mounted in the bed of the owner's Ford F250 Super Duty Truck. The Jobox cannot be opened without a key and the Jobox cannot be lifted from the bed as it is securely bolted to the bed from the inside of the container. In addition, an alternate plan for transporting marijuana or marijuana product is in the owner's Nissan Xterra in a locked aluminum storage case that has been mounted to the cargo area inside of the vehicle. The storage case cannot be opened without a key and cannot be lifted from the cargo area as it will be bolted directly to the vehicle.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

Sunrise Gardens has no plans to publicly advertise our business other than what is required for the application process. The only signage will be the name of our business painted on two signs approximately 12" by 18". One sign will be on the marijuana cultivation facility wall that is visible from the driveway and the other will be above the main entrance door. Our products will be sold to licensed marijuana facilities only.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:	Agree	Disagree
Is false or misleading	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Promotes excessive consumption	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Represents that the use of marijuana has curative or therapeutic effects	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Depicts a person under the age of 21 consuming marijuana	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

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

☒ ☐

On or in a public transit vehicle or public transit shelter

☒ ☐

On or in a publicly owned or operated property

☒ ☐

Within 1000 feet of a substance abuse or treatment facility

☒ ☐

On a campus for post-secondary education

☒ ☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

☒ ☐

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

☒ ☐

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

☒ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 8 – Control Plan for Persons Under the Age of 21**

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:

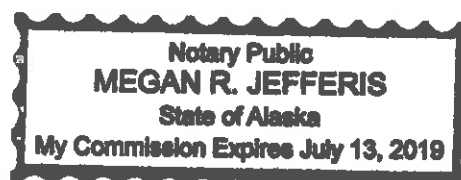
No persons under the age of 21 will be allowed on the premises of our cultivation facility. The doors and gates to the facility will remain locked whether occupied by an employee/licensee or vacant. In addition to "keyed locks" on the facility entrance, an added security measure is in place that requires a security code to open the doors. The owners/licensee are the only persons that will have the security codes to those locks. Sunrise Gardens will insure this by requiring a valid form of photographic identification in the form of an unexpired, unaltered passport, an unexpired, unaltered driver's license, instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province or territory of Canada or an identification card issued by a federal or state agency authorized to issue a driver's license or identification card.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Deborah Hutchens
Signature of licensee

Deborah Hutchens
Printed name

Subscribed and sworn to before me this 19th day of MARCH, 2016.



Megan Jefferis
Notary Public in and for the State of Alaska.

My commission expires: July 13 2019



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

See Attached



Alaska Marijuana Control Board

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

Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Form MJ-04 Cultivator Supplemental
------------------------	------------------------------------

OFFICE USE ONLY

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

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

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

Phone: 907.269.0350

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, 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 those 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
- Odor control
- Testing procedure and protocols
- Security

This form must be submitted to AMCO's main office before any marijuana cultivation facility 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:	Purple Quail LLC	License Number:	10022
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Sunrise Gardens		
Premises Address:	440 Skyridge Drive		
City:	Fairbanks	State:	ALASKA
		ZIP:	99712



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

Alcohol and Marijuana Control Office
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Section 2 – Prohibitions

Applicants should review 3 AAC 306.405 – 3 AAC 306.410 and be able to answer “Agree” to all items below.

The marijuana cultivation facility will not:

Agree Disagree

Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation

☒ ☐

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its license premises or within 20 feet of the exterior of any building or outdoor cultivation facility

☒ ☐

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 3 – Cultivation Plan

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

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

We are planning on renovating our existing garage into areas suitable for growing marijuana indoors, year round. The two story garage is approximately 24 feet by 32 feet. Upon completion of renovations, the total square footage of the interior of the proposed marijuana cultivation facility will be approximately 1600 square feet, of which, there will be a proposed maximum of 1,148 sq. ft. under cultivation at any one time. The first floor will consist of a 320 sq. ft. cultivation room, a 324 sq foot cultivation room, an arctic entry, utility room, and stairway. The second floor will consist of a 320 sq. ft. cultivation room, a 70 sq. ft. and a 98 sq. ft. cultivation/multi use processing rooms, the remaining interior square footage is stairway, inventory storage, recording/surveillance storage. The entire interior of this structure will be marked “Restricted Access” in compliance with 3 AAC 306.430 and 3 AAC 306.710.

In addition to growing marijuana indoors, we would like to grow it outdoors in raised beds. Total proposed fenced in area would be 30' x 30' for a total of 900 square feet, enclosing eight 4' x 10' raised garden beds for a total of 320 sq. ft. under cultivation. The entire interior fenced or walled area will be marked “Restricted Access” in compliance with 3 AAC 306.430 and 3 AAC 306.710.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

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

Sunrise Gardens will initially grow our plants in potting soil. When in full operation, we will be using a both traditional potting soil and hydroponics. The potting soil we use will be purchased from a local retail store. The soil will be supplemented with compost that is produced on the property from a mixture of manure/straw/wood chips from our chickens and waste vegetation. Mineral supplements and organic fertilizers will be added based on the stage of plant growth. We have plans for a hydroponics system that will consist of plants grown in a mixture of perlite, clay pellets, and/or rock wool cubes. Nutrients designed specifically for hydroponics will be used. As the water/nutrient solution expires, it will be recycled to water the garden.

Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:

There are many fertilizers currently on the market that have a good reputation for growing healthy, safe marijuana. Our preference would be to use products such as Eleanor's VF-11, Connoisseur Brand, and other similar brands for different stages of marijuana's growth. We will use the same nutrients for our plants grown in soil and hydroponics. Should we encounter issues with pests, we will use products created with natural ingredients specifically for plants used for human consumption. Examples of natural pest control will include a spray solution of clove oil, neem oil, and water. We will not be using any chemical based pesticides.

Our bud rooms will have additional CO2 provided by the cultivation of Oyster Mushrooms, purchased as a kit by MY CO2. This form of generating CO2 is safe and easy to maintain while providing the additional CO2 that benefits the marijuana plant during the budding stage.

Sunrise Gardens has no plans to use chemicals, gases, or other enhancers in our marijuana cultivation facility.

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

Our plans to water our plants grown in soil are manually with a watering can filled with water in which nutrients have been added. This plan is for indoor and outdoor production of marijuana. There is no waste water.

Our proposed hydroponics system is designed to drip water from a gravity fed tank through piping designed to cycle the water back to the holding tank. From time to time, the water will be drained and replaced with a fresh water and nutrient solution. The spent solution will be used to water the family garden.



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

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Phone: 907.269.0350

Describe the marijuana cultivation facility's waste disposal arrangements:

Three days prior to disposing of our marijuana waste, both plant waste including roots, stalks, leaves, and stems and expired or returned marijuana samples, Sunrise Gardens will notify the state via the inventory tracking system in compliance with 3 AAC 306.740. Waste disposal will be conducted in a restricted access area and in full view of camera surveillance. Our plan is to make the plant waste unusable by grinding/finely chopping it and mixing it with at least an equal part of compostable material. This compost will eventually be recycled into the soil used to grow our gardens. Records will be updated in METRC as to final destination of the waste.

Section 4 – Odor Control

Review the requirements under 3 AAC 306.430, and identify how the proposed premises will meet the listed requirement.

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:

Sunrise Gardens cultivation facility is located on 5 acres of timbered property, off the main road, in a sparsely populated area. We don't anticipate any complaints about odor from the public, as there is no public access to the cultivation facility. However, due to the exhaust system we will have in place, an "active carbon filter" will be installed to the ventilation piping to filter the air prior to the air leaving the building.



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

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Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer "Agree" to the item below.

I understand and agree that:

Agree Disagree

The board will or the director shall 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



Describe the testing procedure and protocols the marijuana cultivation facility will follow:

After each batch has been harvested and cured, samples will be taken from batches of individual strains of bud and flower by a designated individual who will then sign a statement showing the sample is randomly selected. The individual will transport the sample to the testing facility's licensed premises in compliance with 3 AAC 306.750, along with the signed statement. A copy of the statement will be kept as a permanent business record for the marijuana cultivation facility. The entire batch from which the sample was taken will be kept in a locked, secure, cool and dry storage area so as to protect the batch from contamination or loss of efficacy until the marijuana cultivation facility has received a report of the results from the tests by the marijuana testing facility. The results of the testing will be kept as a permanent record with the marijuana cultivation facility. Sunrise Gardens will not sell or transport until all testing required by 3AAC 306.645 has been complete in compliance with 3 AAC 306.455 and 3 AAC 306.465.

It is understood that from time to time the AMCO will appoint a marijuana testing facility to conduct a random sample of soil, fertilizers, pesticides, etc. Sunrise Gardens will cooperate with the testing facility and will bear all costs of the testing per 3 AAC 306.465.



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

Alcohol and Marijuana Control Office

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Section 6 – Security

Review the requirements under 3 AAC 306.430 and 3 AAC 306.470 – 3 AAC 306.475, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer "Agree" to the two items below.

The marijuana cultivation facility applicant has:

Agree Disagree

Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470

☒☐

Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

☒☐

Restricted Access Area (3 AAC 306.430):

Yes

No

Will the marijuana cultivation facility include outdoor production?

☒☐

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

In addition to growing marijuana indoors, Sunrise Gardens would like to grow it outdoors in raised beds, behind a secure, locked fence or wall a minimum of six feet tall. The area we propose to designate for this purpose is behind the house, marked on the 11" x 17" drawing attached to this application. Total proposed fenced in area would be 30' x 30' for a total of 900 square feet, enclosing eight 4' x 10' raised garden beds for a total of 320 sq. ft. under cultivation. The entire interior fenced or walled area will be marked "Restricted Access" in compliance with 3 AAC 306.430 and 3 AAC 306.710. The secured fenced area will be continually monitored by video surveillance and camera recording system in compliance with 3 AAC 306.430, 3 AAC 306.715, and 3 AAC 306.720

See attached diagram



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

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Phone: 907.269.0350

Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

Sunrise Gardens marijuana cultivation facility is located on 5 acres of timbered private property in a sparsely populated area off of the main road. The driveway is approximately 500 feet long, beginning at the road and ending at the facility. There are no windows on the first floor of the marijuana cultivation facility. The entrance to the building opens into an arctic entry, which will not have marijuana in it. The second floor of the facility has four windows of which the height makes it impossible to view the activity inside. Of the 5 cultivation rooms, only one has a window and it will have a light blocking shade. There are no public buildings nearby from which public will have viewing access to the activity inside the facility.

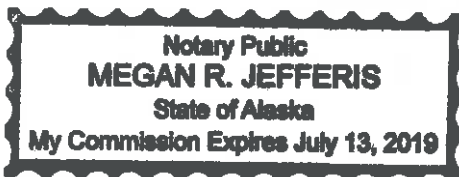
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Deborah Hutchens
Signature of licensee

Deborah Hutchens
Printed name

Subscribed and sworn to before me this 19th day of MARCH, 2016



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

My commission expires: JULY 13, 2019



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

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Phone: 907.269.0350

(Additional Space as Needed):



Alaska Marijuana Control Board

Alcohol & Marijuana Control Office
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Cover Sheet for Marijuana Establishment Applications

What is this form?

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

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Licensee:	Purple Quail LLC	License Number:	10022		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	SUNRISE GARDENS				
Physical Address:	440 Skyridge Drive				
City:	Fairbanks	State:	AK	Zip Code:	99712
Designated Owner:	Deborah Hutchens				
Email Address:	bnd@SunriseGardensAK.com				

Section 2 – Attached Items

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

Attached Items:	Proof of Possession for Proposed Premises
------------------------	---

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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April 6, 2016

I, Deborah Hutchens, owner of property located at 440 Skyridge Drive, Fairbanks Alaska, 99712, do lease the shop at said location to Purple Quail LLC doing business as Sunrise Gardens for a term of 1 year (with an option to renew) at the cost of \$1 annually to be paid at the beginning of lease year, effective April 1, 2016. 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 440 Skyridge Drive, Fairbanks, Alaska 99712.

I agree to the terms of the above Lease

Deborah Hutchens

Deborah Hutchens

4-6-16

Purple Quail LLC Manager

Deborah Hutchens

4-6-16



After recording return to the Grantee
Escrow No.: Y83498-VC(E)

STATUTORY WARRANTY DEED

THE GRANTOR Robert Parsons and Mary Parsons, husband and wife

whose mailing address is: 2431 NE 50th St Owatonna MN 55060

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to the

Grantee(s): Deborah Ann Hutchens, an unmarried woman

whose mailing address is: PO Box 83438, Fairbanks, AK, 99708

the following described real estate:

The North Half of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 14, Township 1 North, Range 1 West, Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

SUBJECT TO property taxes; reservations and exceptions as contained in the U.S. Patent; easements of record; and covenants, conditions and restrictions of record, if any.

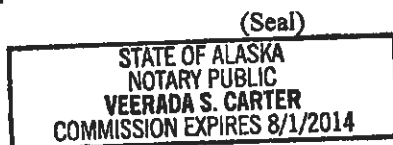
Dated this 10th day of June, 2014.

Robert A. Parsons
Robert Parsons

Mary L. Parsons
Mary Parsons
Robert A. Parsons
By: Robert Parsons, her attorney in fact

STATE OF ALASKA)
JUDICIAL DISTRICT OR COUNTY: Fourth)ss.

THIS IS TO CERTIFY that on this 10th day of June, 2014, before me the undersigned Notary Public, personally appeared **Robert Parsons individually and as attorney in fact for Mary Parsons** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth



[Signature]
Notary Public in and for ALASKA
My commission expires: 8-1-2014

After recording return to the Grantee
Escrow No.: **Y83498-VC(E)**

STATUTORY WARRANTY DEED

THE GRANTOR Robert Parsons and Mary Parsons, husband and wife

whose mailing address is: 2431 NE 50th St Owatonna MN 55060

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to the

Grantee(s): Deborah Ann Hutchens, an unmarried woman

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SUBJECT TO property taxes; reservations and exceptions as contained in the U.S. Patent; easements of record; and covenants, conditions and restrictions of record, if any.

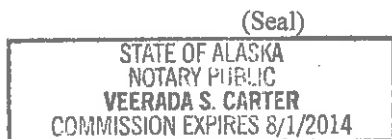
Dated this 10th day of June, 2014.

Robert A. Parsons
Robert Parsons

Mary K. Parsons
Mary Parsons
Robert A. Parsons
By: Robert Parsons, her attorney in fact

STATE OF ALASKA)
JUDICIAL DISTRICT OR COUNTY: Fourth)ss.

THIS IS TO CERTIFY that on this 10th day of June, 2014, before me the undersigned Notary Public, personally appeared **Robert Parsons individually and as attorney in fact for Mary Parsons** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth



[Signature]
Notary Public in and for ALASKA
My commission expires: 8-1-2014

THIS DOCUMENT HAS BEEN
RECORDED ELECTRONICALLY



Alaska Department of Natural Resources

Recorder's Office

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Recorder's Office - Document Display

Selected Document: 2014-007746-0**In District:** 401 - FAIRBANKS[See Index Codes](#)[Cannot view images?](#)[Order Copy?](#)

Document Year: 2014 Number: 007746 Suf: 0	District: <u>401 - FAIRBANKS</u>
Date Recorded: 06/11/2014 Time: 08:24AM Pages: 12	
Index: M - MORTGAGES	Amount: \$225,250.00
Desc: DEED OF TRUST	
Grantor - HUTCHENS DEBORAH ANN	
Grantee - DENALI ALASKAN FEDERAL CREDIT UNION	
Grantee - YUKON TITLE COMPANY INC	
Location: Section: 14 Township: 001N Range: 001W Meridian: F	
Additional Information: N2SENENE	
Comments: ERECORDED DOCUMENT	

All information has been displayed

Property Summary

back to [Search Page](#)

PAN		PROPERTY PHYSICAL DESCRIPTION	
0281841		TL-1404 SEC 14 T1N-R1W	
NEIGHBORHOOD		BUSINESS	PROPERTY CLASS
0902 Farmers Loop			Residential
MILLAGE GROUP		MOST RECENT MILLAGE RATE	STATUS
0970 Summit Drive Service Area		17.2270	TAXABLE
FIRE SERVICE AREA		ADDITIONAL INFORMATION	
STEESSE VOL FIRE S A		Building Details View Property Location	
LAND AREA			
Parcel			
1 5 Acres			

OWNER

NAME

INTEREST

HUTCHENS, DEBORAH ANN

OWNERSHIP

ADDRESS

SITUS ADDRESS

440 SKYRIDGE DR

Documents

The FNSB provides a link to view the recorded document at the State of Alaska Recorders Office through the instrument #. The FNSB has no control over the contents posted on any external web sites and these sites may have separate terms of use and privacy policies. The inclusion of this web link does not imply endorsement by the FNSB of the site, its content, advertisers or sponsors.

DESCRIPTION	RECORD DATE	BOOK	PAGE	INSTRUMENT #
Assignment of Deed of Trust	6/13/2014			2014-007885-0
Deed of Trust	6/11/2014			2014-007746-0
Warranty Deed	6/11/2014			2014-007745-0
Ordinance	8/25/2011			
US Patent	8/10/2009			2009-015097-0
Ordinance	9/13/2007			
Ordinance	9/13/2007			
Deed of Trust	5/29/1997	1005	142	
Ordinance	11/2/1994			
Quit Claim Deed	5/24/1990	664	100	1990-008678-0
Deed of Trust	5/24/1990	664	101	1990-008670-0
Ordinance	2/4/1986			
Ordinance	9/23/1983			

Assessment History

For questions regarding assessments, contact the FNSB Department of Assessing at 907-459-1428.



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: 01/08/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-1/8/2016 1:40:03 PM

Entity Name: Purple Quail LLC
Entity Number: 10034725
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent

Name: Deborah Hutchens
Physical Address: 440 SKYRIDGE DRIVE,
FAIRBANKS, AK 99712
Mailing Address: PO BOX 83438, FAIRBANKS, AK
99708

Entity Physical Address: 14017 WEST SUNRISE DRIVE, BIG LAKE, AK 99652

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

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

Name	Address	% Owned	Titles
Deborah Hutchens	PO Box 83438, Fairbanks, AK 99708	50	Member
Millard Toms	PO Box 83438, Fairbanks, AK 99708	50	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Deborah Hutchens

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.

Member	Contribution Description
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.

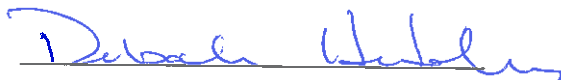
84. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision 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)

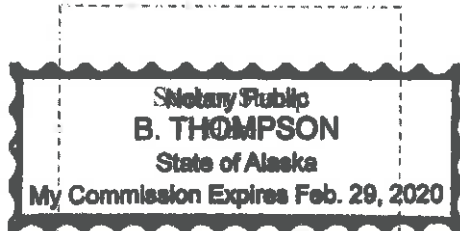
by Deborah Hutchens and Millard Toms
(name of individual)

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**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL AND MARIJUANA CONTROL OFFICE

550 W 7th Avenue Ste. 1600
Anchorage, Alaska 99501
Main: 907.269.0350
TDD: 907.465.5437

April 6, 2016

Purple Quail, LLC
DBA Sunrise Gardens
Via email: bnd@sunrisegardensak.com

Re: Standard Marijuana Cultivation Facility license application #10022

Dear applicant,

The AMCO Office is reviewing the documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

- Proof of Possession of Proposed Premises
 - The deed submitted shows that Deborah Ann Hutchens has possession of the proposed premises. We need a document that shows that the applicant, Purple Quail, LLC, has possession of the proposed premises, such as a lease from the owner of the property to the LLC. This document will also need to show the physical address of the proposed premises.
- Entity Documents
 - Per 3 AAC 306.020(3)(B) the limited liability company agreement is a required document for LLC's.

Please note per 3 AAC 306.025 (f) you must complete the application not later than 90 days after the date of this notice, or you must file a new application and pay a new application fee.

Sincerely,

A handwritten signature in cursive script that reads "Christina Thibodeaux".

Christina Thibodeaux
Business Registration Examiner



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

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

May 4, 2016

Purple Quail LLC
DBA Sunrise Gardens
Via Email
bnd@sunrisegardensAK.com

Re: Status of your application for License #10022

Dear Purple Quail LLC:

I have received your application for a Standard Marijuana Cultivation Facility license. Our staff has reviewed your application after receiving your application and licensing fees. Your application documents appear to be in order and I have determined that your application is complete for purposes of 3 AAC 306.025(d).

Your application in its entirety will be sent electronically to your local government, your community council if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough, and to any non-profit agencies who have requested notification of applications. The local government will have sixty days to protest the issuance of your license or waive protest.

If you have not yet received all necessary approvals, such as a local license, conditional use permit, site plan review, Fire Marshal approval, or Department of Environmental Conservation approval, we will continue to watch for those pieces to come in. At this time, at the direction of the Marijuana Control Board, I am determining your application to be complete without sending your fingerprint card to the Department of Public Safety (DPS) for independent verification of your lack of a disqualifying criminal history. The fingerprint card will be forwarded on an as yet undetermined date when DPS and the FBI are ready to receive and process it. Your application status in the application database will be changed to "Complete" today.

Your application may be considered by the board while some approvals are still pending. However, your license will not be finally issued and ready to operate until all necessary approvals are received and a preliminary inspection of your premises by AMCO enforcement staff is completed.

Your application will be scheduled for the June 9th board meeting for Marijuana Control Board consideration. Because June 9th, 2016 is less than 60 days from today, the board will not grant or deny your application before July 3rd, 2016 unless your local government waives its right to protest per 3 AAC 306.075(a)(1). Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cynthia Franklin".

Cynthia Franklin
Director, Marijuana Control Board

cc: License file



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

May 4, 2016

Department of Environmental Conservation
Attn: Kimberly Stryker
State Fire Marshal
Attn: Jessica Faulkner
Diana Parks

VIA email: DEC.FSSPermit@alaska.gov
jessica.faulkner@alaska.gov
diana.parks@alaska.gov

Purple Quail, LLC DBA Sunrise Gardens
Standard Marijuana Cultivation Facility License #10022

3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located.

This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). **Please complete and return this form to the AMCO office at the email below.**

REVIEWER: _____ ☐ DEC ☐ Fire Marshal

DATE: _____ PHONE: _____

☐ Compliant ☐ Non-compliant

COMMENTS: _____

If you have any questions, please send them to the email address below.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov



THE STATE
of ALASKA
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

May 4, 2016

Fairbanks North Star Borough

Attn: Karl Kasel

Krista Major

Lanien Livingston

VIA Email: mayor@fnsb.us

kmajor@fnsb.us

llivingston@fnsb.us

Purple Quail LLC DBA Sunrise Gardens
Standard Marijuana Cultivation Facility License #10022

☒ **New Application** ☐ **Transfer of Ownership Application** ☐ **Renewal Application**
☐ **Onsite Consumption Endorsement**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

A local government may protest the approval of an application(s) pursuant to 3 AAC 306.060 by furnishing 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. If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

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, 3 AAC 306.200.

3 AAC 306.010(c) provides that the board will not issue a license when a local government protests an application on the grounds that the applicant's 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.

At this time, the fingerprints submitted by the applicant cannot be submitted for a criminal history report until a date to be determined by the Department of Public Safety and the Federal Bureau of Investigation based upon the effective date of the act containing enabling statutory language for such criminal history report. On April 27, 2016, the Marijuana Control Board directed me to determine applications complete based solely upon the representations made by the applicant in Form MJ-00 (attached).

Sincerely,

Cynthia Franklin, Director
amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

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

May 4, 2016

Purple Quail LLC
DBA Sunrise Gardens
Via Email
bnd@sunrisegardensAK.com

Re: Status of your application for License #10022

Dear Purple Quail LLC:

I have received your application for a Standard Marijuana Cultivation Facility license. Our staff has reviewed your application after receiving your application and licensing fees. Your application documents appear to be in order and I have determined that your application is complete for purposes of 3 AAC 306.025(d).

Your application in its entirety will be sent electronically to your local government, your community council if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough, and to any non-profit agencies who have requested notification of applications. The local government will have sixty days to protest the issuance of your license or waive protest.

If you have not yet received all necessary approvals, such as a local license, conditional use permit, site plan review, Fire Marshal approval, or Department of Environmental Conservation approval, we will continue to watch for those pieces to come in. At this time, at the direction of the Marijuana Control Board, I am determining your application to be complete without sending your fingerprint card to the Department of Public Safety (DPS) for independent verification of your lack of a disqualifying criminal history. The fingerprint card will be forwarded on an as yet undetermined date when DPS and the FBI are ready to receive and process it. Your application status in the application database will be changed to "Complete" today.

Your application may be considered by the board while some approvals are still pending. However, your license will not be finally issued and ready to operate until all necessary approvals are received and a preliminary inspection of your premises by AMCO enforcement staff is completed.

Your application will be scheduled for the June 9th board meeting for Marijuana Control Board consideration. Because June 9th, 2016 is less than 60 days from today, the board will not grant or deny your application before July 3rd, 2016 unless your local government waives its right to protest per 3 AAC 306.075(a)(1). Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Sincerely,

Cynthia Franklin
Director, Marijuana Control Board

cc: License file



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

May 4, 2016

Department of Environmental Conservation
Attn: Kimberly Stryker
State Fire Marshal
Attn: Jessica Faulkner
Diana Parks

VIA email: DEC.FSSPermit@alaska.gov
jessica.faulkner@alaska.gov
diana.parks@alaska.gov

Purple Quail, LLC DBA Sunrise Gardens
Standard Marijuana Cultivation Facility License #10022

3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located.

This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). **Please complete and return this form to the AMCO office at the email below.**

REVIEWER: _____ ☐ DEC ☐ Fire Marshal

DATE: _____ PHONE: _____

☐ Compliant ☐ Non-compliant

COMMENTS: _____

If you have any questions, please send them to the email address below.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

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

May 4, 2016

Fairbanks North Star Borough

Attn: Karl Kasel

Krista Major

Lanien Livingston

VIA Email: mayor@fnsb.us
kmajor@fnsb.us
llivingston@fnsb.us

Purple Quail LLC DBA Sunrise Gardens
Standard Marijuana Cultivation Facility License #10022

☒ **New Application** ☐ **Transfer of Ownership Application** ☐ **Renewal Application**
☐ **Onsite Consumption Endorsement**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

A local government may protest the approval of an application(s) pursuant to 3 AAC 306.060 by furnishing 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. If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

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, 3 AAC 306.200.

3 AAC 306.010(c) provides that the board will not issue a license when a local government protests an application on the grounds that the applicant's 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.

At this time, the fingerprints submitted by the applicant cannot be submitted for a criminal history report until a date to be determined by the Department of Public Safety and the Federal Bureau of Investigation based upon the effective date of the act containing enabling statutory language for such criminal history report. On April 27, 2016, the Marijuana Control Board directed me to determine applications complete based solely upon the representations made by the applicant in Form MJ-00 (attached).

Sincerely,

Cynthia Franklin, Director
amco.localgovernmentonly@alaska.gov

Oates, Sarah D (CED)

From: AMCO Local Government Only (CED sponsored)
Sent: Wednesday, May 04, 2016 5:23 PM
To: 'mayor@fnsb.us'; 'Kmajor@fnsb.us'; 'Lanien Livingston'
Subject: MJ Establishment Application Determined Complete Per 3 AAC 306.025(d)
Attachments: 10022 - Local Government.pdf

Dear FSNB Local Government Officials,

Please find the attached correspondence. Direct all responses to amco.localgovernmentonly@alaska.gov.

The application and all supporting documentation have been sent to each of you via the State of Alaska Drop Box called Zend To.

Here are some instructions for opening the Zend To documents. Note that the sample in the instructions is NOT a list of the documents sent to you in your ZendTo drop. These are simply an example of how to download the Zend To files.

Using the Zend To drop box. You should have received a message that looks like this

This is an automated message sent to you by the Alaska ZendTo service.
Naomi Johnston (naomi.johnston@alaska.gov) has dropped-off 55 files for you.

IF YOU TRUST THE SENDER, and are expecting to receive a file from them, you may choose to retrieve the drop-off by clicking the following link (or copying and pasting it into your web browser):

<https://drop.state.ak.us/drop/pickup.php?claimID=GvUTVMNQMb2yJSvp&claimPasscode=bHA9fU6g89H2uK6f&emailAddr=calderjp%40gmail.com>

You have 4 days to retrieve the drop-off, after that the link above will expire. If you wish to contact the sender, just reply to this email.

Full information about the drop-off:

Claim ID: GvUTVMNQMb2yJSvp
Claim Passcode: bHA9fU6g89H2uK6f
Date of Drop-Off: 2016-04-22 12:17:49-0400

-- Sender --

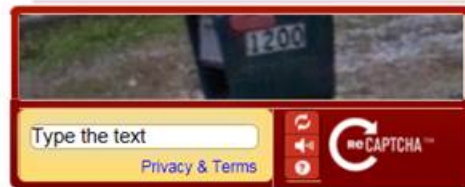
Name: Naomi Johnston
Organisation: AMCO
Email Address: naomi.johnston@alaska.gov
IP Address: 10.3.202.35 (10.3.202.35)

Click the link that's circled in red in the image above. You should be redirected to a page with something similar to this:

[Home](#)[Login](#)

Please prove you are a person

To confirm that you are a *real* person (and not a computer), please play the quick game below then click "Pickup Files":

[Pickup Files](#)

Type the text that is displayed in the image and hit enter. In this example you would type "1200" into the field that says "type the text". Your files should appear:

Drop-Off Summary

Click on a filename or icon to download that file.

Filename	Type	Size	Description
 ABCagenda.pdf	application/pdf	472.3 KB	
 Tab1.pdf	application/pdf	416.6 KB	
 Tab10.pdf	application/pdf	259.1 KB	
 Tab11.pdf	application/pdf	1.9 MB	
 Tab12.pdf	application/pdf	1.7 MB	
 Tab13.pdf	application/pdf	10.0 MB	
 Tab14.pdf	application/pdf	3.5 MB	
 Tab15.pdf	application/pdf	1.4 MB	
 Tab16.pdf	application/pdf	513.9 KB	
 Tab17.pdf	application/pdf	812.2 KB	

Click the blue link for each tab. You can download and save them however you wish.

Thank you,

Cynthia Franklin, Director
Alcohol & Marijuana Control Office
907-269-0351

Cynthia Franklin, Director
Alcohol & Marijuana Control Office
907-269-0351

Oates, Sarah D (CED)

From: Marijuana Licensing (CED sponsored)
Sent: Wednesday, May 04, 2016 5:15 PM
To: 'bnd@sunrisegardensAK.com'
Subject: MJ Establishment Application Determined Complete Per 3 AAC 306.025(d)
Attachments: 10022 - Applicant Notice.pdf

Please find the attached correspondence. Direct all responses to marijuana.licensing@alaska.gov.

Thank you,

Cynthia Franklin, Director
Alcohol & Marijuana Control Office
907-269-0351



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

May 4, 2016

Department of Environmental Conservation
Attn: Kimberly Stryker
State Fire Marshal
Attn: Jessica Faulkner
Diana Parks

VIA email: DEC.FSSPermit@alaska.gov
jessica.faulkner@alaska.gov
diana.parks@alaska.gov

Purple Quail, LLC DBA Sunrise Gardens
Standard Marijuana Cultivation Facility License #10022

3 AAC 306.300(a)(2)(B), 3 AAC 306.400(b)(2)(B), 3 AAC 306.500(b)(2)(B), and 3 AAC 306.605(b)(2)(B) require that an applicant for a marijuana establishment license operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of the state and the local government in which the applicant's proposed licensed premises are located.

This letter serves to provide written notice and request for compliance status from the above referenced entities regarding the above application (see attached application documents for more information). Please complete and return this form to the AMCO office at the email below.

REVIEWER: *McCam Thompson* ☒ DEC ☐ Fire Marshal

DATE: 5/5/2016 PHONE: (907) 269-6289

☒ Compliant ☐ Non-compliant

COMMENTS: No permit is needed from DEC for this facility.

If you have any questions, please send them to the email address below.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

Oates, Sarah D (CED)

From: Marijuana Licensing (CED sponsored)
Sent: Wednesday, May 04, 2016 5:16 PM
To: decfsspermit (DEC sponsored); Faulkner, Jessica R (DPS); Parks, Diana C (DPS)
Subject: MJ Establishment Application Determined Complete Per 3 AAC 306.025(d)
Attachments: 10022 - DEC & Fire Notice.pdf; 10022 Online app_redacted.pdf; 10022 MJ-02 Premises Diagram.pdf

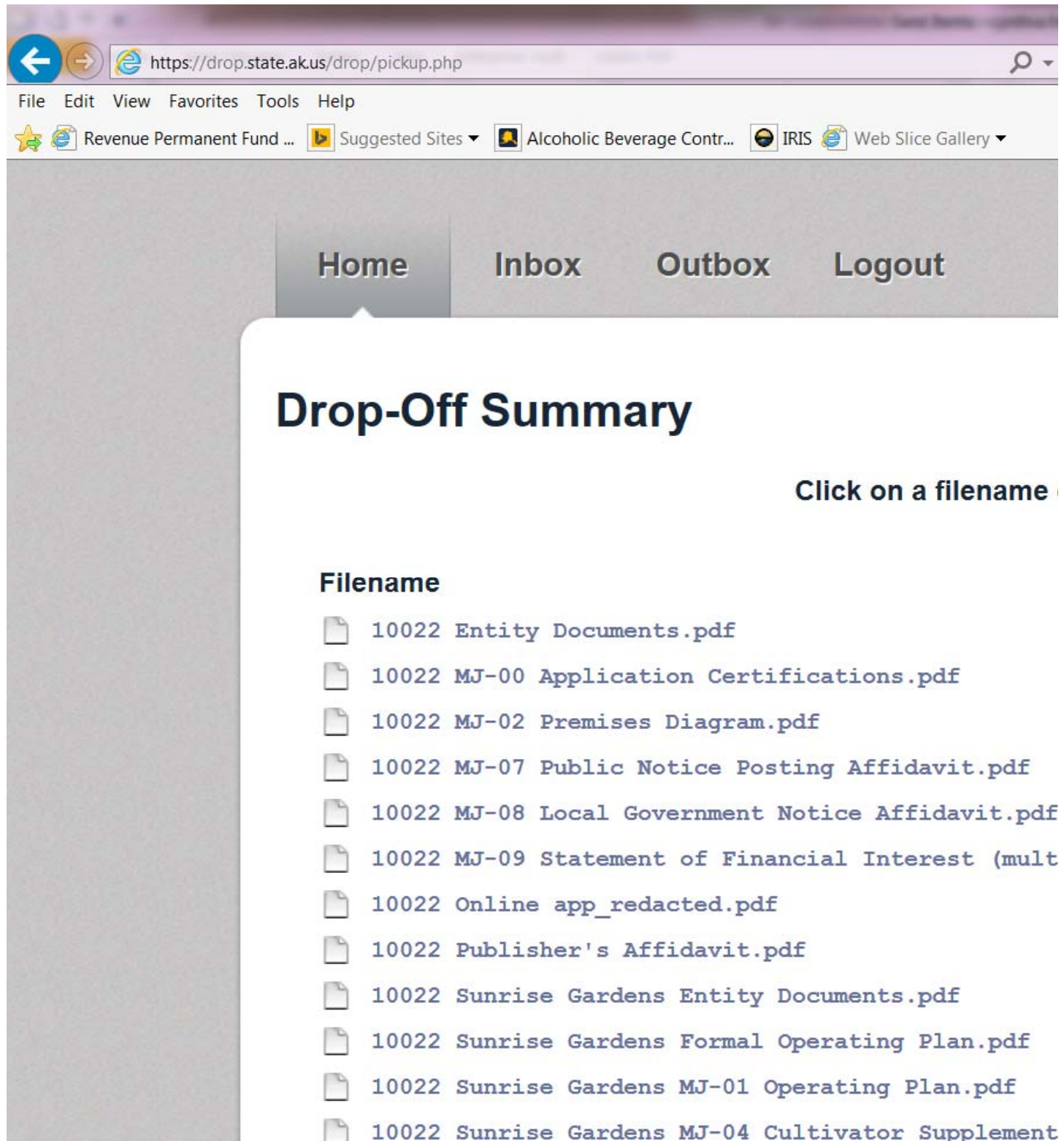
Please find the attached correspondence. Direct all responses to marijuana.licensing@alaska.gov.

Thank you,

Cynthia Franklin, Director
Alcohol & Marijuana Control Office
907-269-0351

Oates, Sarah D (CED)

From: Franklin, Cynthia A (CED)
Sent: Wednesday, May 04, 2016 6:00 PM
To: Marijuana Licensing (CED sponsored)
Subject: Zend To Drop Off 10022















Home Inbox Outbox Logout

Drop-Off Summary

[Click on a filename](#)

Filename

-  10022 Entity Documents.pdf
-  10022 MJ-00 Application Certifications.pdf
-  10022 MJ-02 Premises Diagram.pdf
-  10022 MJ-07 Public Notice Posting Affidavit.pdf
-  10022 MJ-08 Local Government Notice Affidavit.pdf
-  10022 MJ-09 Statement of Financial Interest (mult
-  10022 Online app_redacted.pdf
-  10022 Publisher's Affidavit.pdf
-  10022 Sunrise Gardens Entity Documents.pdf
-  10022 Sunrise Gardens Formal Operating Plan.pdf
-  10022 Sunrise Gardens MJ-01 Operating Plan.pdf
-  10022 Sunrise Gardens MJ-04 Cultivator Supplement

Browser window showing a file upload interface at <https://drop.state.ak.us/drop/pickup.php>. The interface displays a list of files for upload, including:

- 10022 Publisher's Affidavit.pdf
- 10022 Sunrise Gardens Entity Documents.pdf
- 10022 Sunrise Gardens Formal Operating Plan.pdf
- 10022 Sunrise Gardens MJ-01 Operating Plan.pdf
- 10022 Sunrise Gardens MJ-04 Cultivator Supplement
- 10022 Sunrise Gardens POPPP.pdf
- Entity Docs.pdf
- Purple Quail LLC Operating Agreement.pdf

15 files

From:
Cynthia Franklin (cynthia.franklin@alaska.gov) AMCO from 10.3.202.29

To:
Mayor of FNSB (mayor@fnsb.us) K Major (kmajor@fnsb.us) L L

MJ Establishment Appl
Complete Per 3 AAC 30
attached corresponden
to amco.localgovernme

Claim ID: gho9R9x2v5EGz4eB **Claim Passcode:** bZxWpqd7bkQJtVgJ

None of the files has been picked-up yet.

Version 4.11 | Copyright © 2011 | you are current

Cynthia Franklin, Director
Alcohol & Marijuana Control Office
907-269-0351