



MEMORANDUM

TO: Chair and Members of the Board DATE: June 2, 2016

FROM: Cynthia Franklin RE: Coyote and Toad's Garden, LLC;
Director, Marijuana Control Board #10141

This is an application for a new limited marijuana cultivation facility in the Municipality of Skagway Coyote and Toad's Garden, LLC, DBA Coyote and Toad's Garden, LLC.

Date Application Initiated: 02/29/2016

Date Fees Paid: 04/19/2016

Date Under Review: 04/21/2016

Incomplete Letter Date: 05/06/2016

Date Incompletion Corrected: 05/23/2016

Additional Incomplete Letter Sent: No

Date Documents Finalized: 05/23/2016

Determined Complete/Notices Sent: 05/23/2016

Local Government Response/Date: No response yet; 60 days runs 07/22/2016

DEC Response/Date: DEC "no permit is needed"; 05/24/2016

Fire Marshal Response/Date: No response yet

Objection(s) Received/Date: None

Staff questions for Board: None



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:	Coyote and Toads Garden L.L.C	License Number:	10141		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Coyote and Toads Garden L.L.C				
Premises Address:	100 Rio Faux Lobo 1				
City:	SKagway	State:	ALASKA	ZIP:	99840

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Steven Briody
Title:	C.E.O

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?

We may be interested in a retail marijuana store license



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

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

SB

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

SB

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

SB

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.

SB

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.

SB

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.

SB

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).

SB

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

SB

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.

SB

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.

SB

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

SB

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.

SB



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.

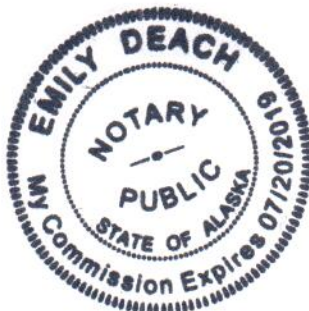
☒


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.

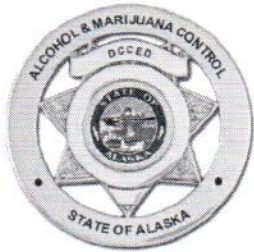

Signature of licensee

Subscribed and sworn to before me this 7th day of APRIL, 20 16.




Notary Public in and for the State of Alaska.

My commission expires: 7/20/19



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Licensee:	Coyote and Toads Garden LLC	License Number:	10141		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Coyote and Toads Garden, L.L.C				
Premises Address:	100 Rio Faux Lobo				
City:	Skagway	State:	ALASKA	ZIP:	99840

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Tiffany Metz
Title:	C.E.O

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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TM

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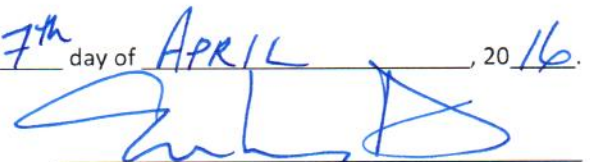
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All marijuana establishment license applicants:

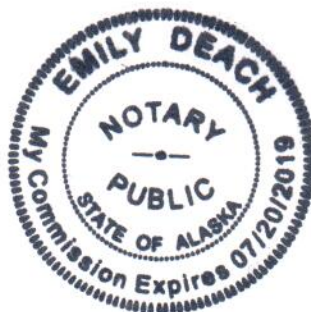
As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that I have examined the online application and this form, including all accompanying schedules and statements, and to the best of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


Signature of licensee

Subscribed and sworn to before me this 7th day of APRIL, 20 16.


Notary Public in and for the State of Alaska.

My commission expires: 7/20/19





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:	Coyote and Toads Garden L.L.C	License Number:	10141
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	Coyote & Toads Garden L.L.C		
Premises Address:	100 Rio Faux Lobo		
City:	SKagway	State:	ALASKA
		ZIP:	99840
Mailing Address:	P.O. Box 711		
City:	SKagway	State:	ALASKA
		ZIP:	99840
Primary Contact:	Steven Briody		
Main Phone:	907-612-0338	Cell Phone:	" "
Email:	whaleycooper@gmail.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:

To prevent unescorted members of the public from entering restricted areas, signs will be placed labeling these areas. Entries into these areas will be locked and authorized personnel only will have keys. These areas will also be under video surveillance. Employees will be trained to check anyone seeking to enter these areas for a proper identification badge or to see they are escorted by someone who does have a I.D badge, seeing to it that they sign the provided visitor sheet and obtain a visitor badge.

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

Visitors will be accompanied by personnel with a proper identification badge, after ensuring they have a current I.D and they are 21+ they will sign the visitor sheet and obtain a visitor badge. To keep contamination at a minimum visitors will be given nitrile gloves if they are going to touch the plants. No more than 5 visitors will be allowed at one time.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Records of visitors will be kept on site. The Form (#provided) will then be entered into a computer database each month.

(* attached sheet)

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

(see attached sheet)

Coyote and Toads Visitor sheet

visit: Name: _____ Date: _____ Reason for visit: _____ time of _____

1. (example) Tiffany Metz 03/09/16 inspection 10:00 am

2.

3.

4.

5.

6.

7.

8.

9.

10.

COYOTE and TOADS
Garden
AUTHORIZED PERSONNEL

Date issued: March 9, 2016

Title: Owner Birth date: 12/17/1988

(photo Id here)



Tiffany Metz

COYOTE and TOADS
Garden
AUTHORIZED

Visitor Badge

*must be accompanied by
authorized personnel*



APR 11 '16 PM12:42



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 will be motion sensor lights that will illuminate any entrance into the facility.

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

The security alarm system will be a motion sensor alarm. If the alarm is triggered a 120dB alarm will sound.

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:

The alarm will be activated when leaving the premises and deactivated when an authorized person arrives for the work day. All entrances to the facility will be protected under this alarm.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

Coyote and Toads Garden Policies and Procedures For Preventing Diversion of Marijuana

- only persons with the proper identification badge will be permitted to enter the facility
- Persons without a identification badge MUST be accompanied by someone who has a identification Badge.
- Persons without a identification badge MUST sign in on provided visitor sheet
- All facility doors & windows will be locked when left unattended, and under surveillance at all times

• Facility will have visible signs warning of video surveillance and armed alarms to discourage theft.

Describe your policies and procedures for preventing loitering:

Coyote and Toads Garden Policies for Preventing Loitering

- Signage will be visible on location indicating "No Loitering"
- Staff will be instructed to send away persons caught loitering and contact local police if the person or persons do not comply with their request

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:

Authorized persons will have the security code to activate/deactivate motion sensor alarms.



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:

Coyote and Toads Garden Policies and Procedures: Breach of Security

- When local law enforcement is notified of a breach of security and agent or licensee is not on site, agent or licensee will immediately travel to site location
- If agent or licensee arrives on site before local law enforcement, they will wait until they arrive before investigating to ensure safety.
- Comply with local law enforcement on answering questions and allowing them access to stored video surveillance records.

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

☒ ☐

Both the interior and exterior of each entrance to the facility

☒ ☐

Each point of sale area

☒ ☐

Each video surveillance recording:

Yes No

Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing

☒ ☐

Clearly and accurately displays the time and date

☒ ☐

Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated

☒ ☐



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:

Video cameras will be placed at each end of the facility inside to ensure a front and back view of anyone inside. There will be a camera facing the main entrance as well to allow a view of a person entering or leaving.

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:

There will be a secured lock box that will contain all controls related to the security system. A key to this box will only be given to authorized personnel. In the event that law enforcement needs access, a key holder will be present to open the lock box.

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Records related to advertising and marketing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A current diagram of the licensed premises including each restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A log recording the name, and date and time of entry of each visitor permitted into a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All records normally retained for tax purposes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>



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:

All records and data will be routinely entered into a computer database which will be routinely backed up onto a separate hard drive. The hard drive and any hard copies such as visitor sheets, manifests etc. will be stored in a fire safe lock box or file cabinet located off premises. The only persons allowed to handle these records will be authorized personnel.



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:

- Once clones/cuttings or seeds are planted they will receive a batch number. No more than 50 will be identified under one batch number
- Once those reach over 8" tall they will receive an individual tracking number for each plant
- Each plant tracking number will record the strain and weight harvested. All buds, flowers, and leaves will not exceed 5lbs per tracking number.
- From harvest; stems and unusable waste will be discarded. The board will be notified at least 3 days before the waste is destroyed.
- A manifest will be issued once buds are tested, packaged and ready to be sold. This manifest will indicate the tracking number that identifies the buds being sold.
- All tracking systems will comply with the board's specifications.



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:

Any person involved with Coyote and Toads Garden will first take the necessary courses to receive a handler's permit approved by the board.



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:

The runoff generated from watering the plants will be collected and recycled into a vegetable garden located on the property. Expected runoff is ~5 gal/day. The roots, stalks, leaves, stems left after harvesting will be put through a chipper and then dumped into designated area with equal parts compostable material.

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

The ground marijuana waste will be mixed with duck manure, straw, leaves, grasses, seaweed and vegetable waste



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:

Marijuana plant waste will be turned into compost located on the property it was grown, making it unusable for consumption. It will be ground up and mixed with other compostable materials.



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:

- All harvesting, curing and packaging will be done on site
- Plants will be cut at the base of their stem, and hung upside down for at least a week to allow the drying process to begin.
- Plants will then be trimmed of all leaves and stems by a licensed handler. Buds will be stored in jars to allow for further curing. Leaves and stems left will be composted as described earlier.
- Jars will be kept on premises in a secured location and monitored to ensure proper curing
- Once buds are cured for a month or so they will be packed in a sealed, tamper evident container with proper labeling (identifying number, weight, license number etc.)
- Each shipment will be accompanied by a manifest

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

- one vehicle will be dedicated to transporting marijuana after it has been packaged
- A transport manifest will always accompany the driver as well as their handlers permit
- Marijuana will be kept in a lock safe located in the trunk of the vehicle. The box will be a fire-safe box with a key lock.



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:

No signs will be posted

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 type="checkbox"/>	<input type="checkbox"/>
Promotes excessive consumption	<input type="checkbox"/>	<input type="checkbox"/>
Represents that the use of marijuana has curative or therapeutic effects	<input type="checkbox"/>	<input type="checkbox"/>
Depicts a person under the age of 21 consuming marijuana	<input 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 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

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 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:

The premises will be locked when closed. Authorized personnel only will be allowed to enter and must have proper identification badge. Any visitor will be accompanied by an authorized person and have their i.d checked to verify they are 21+. Marijuana items will be packaged in discreet packages and only brought to a licensed dispensary. All marijuana stored on the property will be kept in a secure location and under video surveillance. Signs will be posted stating no person under the age of 21 allowed.

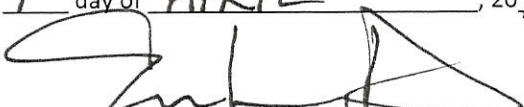
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

STEVEN BRIONY
Printed name

Subscribed and sworn to before me this 7th day of APRIL, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 7/20/19




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:

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.



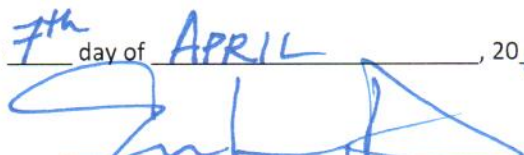
Signature of licensee

STEVEN BRIONY

Printed name

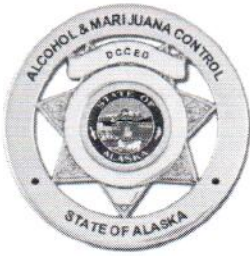
Subscribed and sworn to before me this 7th day of APRIL, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 7/20/19



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

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:	Coyote and Toads Garden L.L.C	License Number:	10141		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Coyote and Toads Garden L.L.C				
Premises Address:	100 Rio Faux Lobo				
City:	Sitka	State:	ALASKA	ZIP:	99840



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

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:

The flowering room will be a 7' x 37.5' insulated shipping container equaling 262.5 sq. feet.
The vegetative / cloning room will be 7' x 20' (half of a second shipping container) equaling 140 sq. feet.
This gives the facility a total of 402.5 sq. feet for cultivation.



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

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

A peat moss growing medium will be used

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

General Organics Base nutrients, Nector for the Gods, Dolomite lime, gypsum, epsom salt, molasses, Mykos inoculant, worm castings, perlite,
When needed: Botanicare cal-mag plus, Neem oil, Diatomaceous earth
There will be supplemental CO₂ (2016 capacity) pumped from a pressurized tank.

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

Plants will be watered using well water. All plants will be hand watered. Plant runoff will be gathered and reused to water a vegetable garden located on the property.



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

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

Phone: 907.269.0350

Describe the marijuana cultivation facility's waste disposal arrangements:

All plant matter considered waste will be composted on the property. Water runoff will be reused. Used fertilizer bottles will be brought to the incinerator or saved for recycling. Bulbs will be disposed of in a safe manner.

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:

Charcoal filters will be connected to all vents leading to the outside of the facility. This will eliminate the odor of the flowering plants.



Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-04: Marijuana Cultivation Facility

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

Phone: 907.269.0350

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:

The facility will have a authorized person provide a random sample from each segregated strain batch in an amount required by the marijuana testing facility, followed with a signed statement from the preparer allowing a copy for business records. The marijuana batch that the sample is taken from will be properly stored to ensure no contamination and held until the testing facility approves the strain or strains and has supplied a written report. This report will go into making a label for the marijuana.



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

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:



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

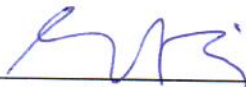
Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

The facility will have no way to view what is inside, such as uncovered windows. This will ensure no one from the public will be able to observe the marijuana from outside. When being transported marijuana will be packaged in discreet packages and kept in a lock safe.

When bringing vegetating plants to the flowering room a covered Flatbed cart on wheels will be used so the plants are not visible and are protected from the elements.

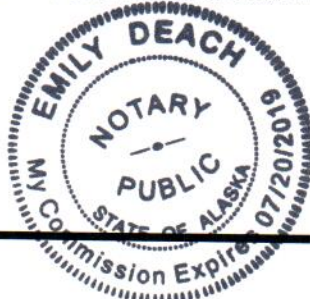
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

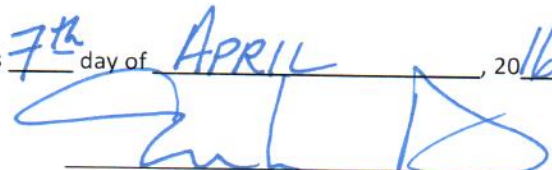
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

STEVEN BRIODY
Printed name

Subscribed and sworn to before me this 7th day of APRIL, 2016.




Notary Public in and for the State of Alaska.

My commission expires: 7/20/19



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

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?

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:	Coyote and Tools Garden LLC	License Number:	10141
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	Coyote and Tools Garden LLC		
Premises Address:	100 Rio Faux Lobo		
City:	Skagway	State:	ALASKA
		ZIP:	99840

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 11, 2016

Other conspicuous location: Skagway Post office

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 13th day of MAY, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 7/20/2019



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:	Coyote and Toads Garden LLC	License Number:	10141		
License Type:	Limited Marijuana Cultivation Facility				
Doing Business As:	Coyote & Toads Garden, LLC				
Premises Address:	100 Rio Faux Largo				
City:	Skagway	State:	ALASKA	ZIP:	99840

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):

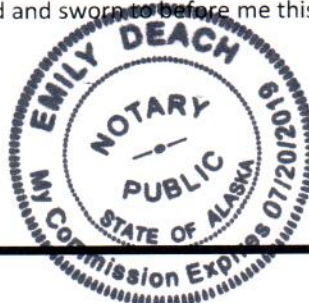
Local Government: MUNICIPALITY OF SKAGWAY Date Submitted: 3/1/2016

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

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]
Signature of licensee

Subscribed and sworn to before me this 1st day of MARCH, 2016.



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

My commission expires: 7/20/19



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:	Coyote and Toads Garden L.L.C	License Number:	10141
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	Coyote and Toads Garden L.L.C		
Premises Address:	100 Rio Faux Lobo		
City:	Skagway	State:	ALASKA
		ZIP:	99840

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Tiffany Metz
Title:	C.E.O
SSN:	[REDACTED]



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.

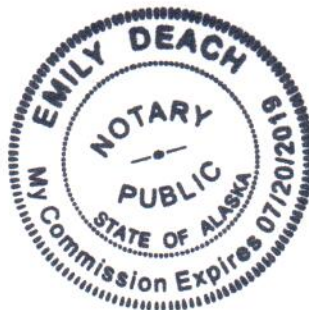
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

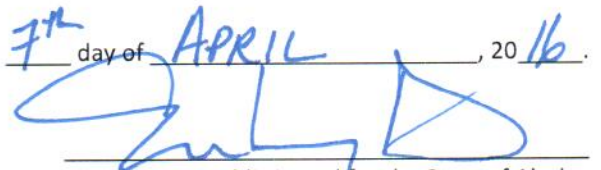
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee/affiliate

Subscribed and sworn to before me this 7th day of APRIL, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 7/20/19

APR 11 '16 PM 12:44



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:	Coyote and Toads Garden L.L.C	License Number:	10141
License Type:	Limited Marijuana Cultivation Facility		
Doing Business As:	Coyote and Toads Garden L.L.C		
Premises Address:	100 Rio Faux Lobo		
City:	SKagway	State:	ALASKA
		ZIP:	99840

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Steven Briody
Title:	C.E.O
SSN:	[REDACTED]

APR 11 '16 PM 12:44



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

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 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.

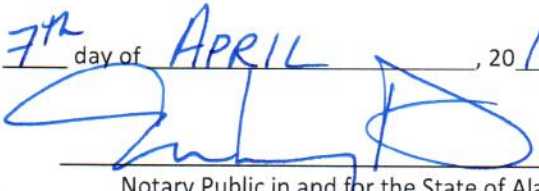
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee/affiliate

Subscribed and sworn to before me this 7th day of APRIL, 2016.





Notary Public in and for the State of Alaska.

My commission expires: 7/20/19

APR 11 '16 PM 12:44

Alcohol & Marijuana Control Office

License Number: 10141

License Status: New

License Type: Limited Marijuana Cultivation Facility

Doing Business As: COYOTE AND TOAD'S GARDEN, LLC

Business License Number: 1015840

Designated Owner: Steven Briody

Email Address: whaleycooper@gmail.com

Latitude, Longitude: 59.485000, -135.280000

Physical Address: 100 Rio Faux Lobo
Skagway, AK 99840
UNITED STATES

Owner #1

Owner Type: Entity

Alaska Entity Number: 10026537

Alaska Entity Name: Coyote and Toad's Garden, LLC

Phone Number: 907-612-0338

Email Address: whaleycooper@gmail.com

Mailing Address: PO BOX 711
Skagway, AK 99840
UNITED STATES

Affiliate #1

Owner Type: Individual

Name: Steven Briody

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-612-0338

Email Address: whaleycooper@gmail.com

Mailing Address: PO BOX 711
Skagway, AK 99840
UNITED STATES

Affiliate #2

Owner Type: Individual

Name: Tiffany Metz

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-612-0338

Email Address: ynaffitmetz@gmail.com

Mailing Address: PO BOX 711
Skagway, AK 99840
UNITED STATES

Commercial Gross Lease

1. **Names.** This lease is made by BURLEY BERTS RENTALS, Landlord, and COYOTE AND TOADS GARDEN LLC, Tenant.

2. **Premises Being Leased.** Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises:

100 RIO FAUX LOBO ROAD

☐ **Part of Building Only.** Specifically, Tenant is leasing the _____ of the building.

☒ **Shared Facilities.** Tenant and Tenant's employees and customers may use the following additional facilities in common with other tenants, employees, and customers:

☒ **Parking spaces:** _____

☒ **Restroom facilities:** _____

☒ **Storage areas:** _____

☐ **Hallways, stairways, and elevators:** _____

☐ **Conference rooms:** _____

☐ **Other:** _____

3. **Term of Lease.** This lease begins on 5/1/2016 and ends on 6/1/2017.

4. **Rent.** Tenant will pay rent in advance on the 1st day of each month. Tenant's first rent payment will be on 6/1/2016 in the amount of \$ 50.00. Tenant will pay rent of \$ 50.00 per month thereafter.

☒ Tenant will pay this rental amount for the entire term of the lease.

☐ Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: _____

5. Option to Extend Lease

☒ **First Option.** Landlord grants Tenant the option to extend this lease for an additional 1 years. To exercise this option, Tenant must give Landlord written notice on or before 6/1/2016. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: POSSIBLE RENT INCREASE

☐ **Second Option.** If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for _____ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____

6. **Security Deposit.** Tenant has deposited \$ 100.00 with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

7. Improvements by Landlord

☐ Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.

☒ Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

8. Improvements by Tenant. Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage caused by attaching the items to or removing them from the premises.

9. Tenant's Use of Premises. Tenant will use the premises for the following business purposes: Marijuana
CULTIVATION. Tenant may also use the premises for purposes reasonably related to the main use.

10. Landlord's Representations. Landlord represents that:

A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.

B. The premises have not been used for the storage or disposal of any toxic or hazardous substance, and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

11. Utilities and Services. Landlord will pay for the following utilities and services:

☐ Water

☐ Electricity

☐ Gas

☐ Heat

☐ Air-Conditioning

Any items not checked will be the responsibility of Tenant.

12. Maintenance and Repairs

☒ Landlord will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.

☒ Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.

13. Insurance

A. ~~Landlord~~ ^{TENANT} will carry fire and extended coverage insurance on the building. N/A

B. Tenant will carry public liability insurance; this insurance will include Landlord as an insured party. The public liability coverage for personal injury will be in at least the following amounts:

• \$ _____ per occurrence.

• \$ _____ in any one year.

C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.

D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.

14. Taxes

A. Landlord will pay all real property taxes levied and assessed against the premises.

B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

15. Subletting and Assignment. Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

16. Damage to Premises

- A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.
- B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

17. Notice of Default. Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

18. Quiet Enjoyment. As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

19. Eminent Domain. This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

20. Holding Over. If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

21. Disputes

☐ Litigation. If a dispute arises, either party may take the matter to court.

☒ Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

☐ _____

☒ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

☐ Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

☐ _____

☒ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

☐ _____

☒ an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Landlord need not participate in mediation or arbitration of a dispute unless Tenant has paid the rent called for by this lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

22. Additional Agreements. Landlord and Tenant additionally agree that: _____

23. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

24. Successors and Assignees. This lease binds and benefits the heirs, successors, and assignees of the parties.

25. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

26. Governing Law. This lease will be governed by and construed in accordance with the laws of the state of ALASKA

27. Counterparts. The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

28. Modification. This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

29. Waiver. If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

30. Severability. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: 5/9/16

LANDLORD

Name of Business: Burly Berts Rentals

at P.O. Box 711 Skagway AK
Vonnie BERTHA SUBDIVISION LOT 1A

By: Monica Bounds

Printed Name: MONICA BOUNDS

Title: owner

Address: 3126 S 120th

OMAHA NE 68144

TENANT

Name of Business: COYOTE AND TOADS GARDEN LLC

at Box 711 Skagway, AK

By: Tiffany Metz & Steven Briody

Printed Name: Ty Metz & Steven

Title: C.E.O

Address: P.O. Box 711 Skagway AK
99846

[] GUARANTOR

By signing this lease, I personally guarantee the performance of all financial obligations of _____ under this lease.

Dated: _____

Printed Name: _____ Title: _____

Address: _____

Publisher's Affidavit

Skagway News Paper

I confirm that Coyote and Toads Garden placed an ongoing advertisement for the course of 3 weeks in the Skagway News paper starting March 11, 2016 thru April 8, 2016 and that the paper was regularly distributed to all its subscribers during all of said period. The full amount of the fee charged for the foregoing publication was not in excess of the rate charged for private individuals.

Signed _____

Subscribed and sworn to before me on 7th day of APRIL, 2016.

Notary Public in and for the State of Alaska.

My commision expires: 7/20/19



Coyote and Toad's Garden, LLC is applying for a new Limited Marijuana Cultivation Facility License 3 AAC 306.400(2), doing business as COYOTE AND TOAD'S GARDEN, LLC located at 100 Rio Faux Lobo, Skagway, AK, 99840, 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. (March 11th/25th, 2016)

APR 11 '16 PM 12:44

COYOTE AND TOAD'S GARDEN, LLC is applying for a new Limited Marijuana Cultivation Facility License 3 AAC 306.400(2), doing business as COYOTE AND TOAD'S GARDEN, LLC located at 100 Rio Faux Lobo, Skagway, AK, 99840, 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. (March 11th/25th, 2016)

**SKAGWAY
WEATHER WATCH**



STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Bill Walker, Governor
Fred Parady, Commissioner
Sara Chambers, Director

Division of Corporations, Business and Professional Licensing

Office Use Only

COR

Web-1/26/2015 5:40:15 PM

Limited Liability Company

Initial Biennial Report

Entity Name: Coyote and Toad's Garden, LLC
Entity Number: 10026537
Home Country: UNITED STATES
Home State/Province: ALASKA

Registered Agent

Name: Steven Briody
Physical Address: 100 RIO FAUX LOBO ,
SKAGWAY, AK 99840
Mailing Address: PO BOX 711, SKAGWAY, AK
99840

Entity Physical Address: 100 RIO FAUX LOBO, SKAGWAY, AK 99840

Entity Mailing Address: PO BOX 711, SKAGWAY, AK 99840

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
Steven Briody	PO BOX 711, Skagway, AK 99840	50	Member
Tiffany Metz	PO BOX 711, Skagway, AK 99840	50	Member

NAICS Code: 712130 - ZOOS AND BOTANICAL GARDENS

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: Steven Briody

PO Box 110806, Juneau, AK 99811-0806
Telephone: (907) 465-2550 Fax: (907) 465-2974 Text Tel: (907) 465-5437
Website: <http://commerce.alaska.gov/dnn/cbpl>

OPERATING AGREEMENT
of
Coyote and Toad's Garden, LLC LLC

This Operating Agreement (the "Agreement") made and entered into this 13th day of April, 2016 (the "Execution Date"),

BETWEEN

Steven Briody of 100 Rio Faux Lobo, Skagway, Alaska 99840, and
Tiffany Metz of 100 Rio Faux Lobo, Skagway, Alaska 99840

(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 Coyote and Toad's Garden, LLC LLC.

Purpose

3. This company is organized for the purpose of offering cannabis services.

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 100 Rio Faux Lobo, Skagway, Alaska 99840 or such other place as the Members may from time to time designate.
6. The mailing address of the Principal Office of the Company will be PO BOX 711, Skagway, Alaska 99840 or such other place as the Members may from time to time designate.

Capital Contributions

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

Member	Contribution Description	Value of Contribution
Steven Briody	Steven Briody will contribute \$20,000 and be the primary grower.	\$20,000.00
Tiffany Metz	Tiffany Metz will contribute \$20,000 cash and provide bookkeeping service.	\$20,000.00

Distribution of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will accrue to and be borne by the Members in equal proportions.
9. Distributions will be made according to the following schedule: Distributions will be made every 3 months.
10. Tax Allocations will be borne by the Members in equal proportions.
11. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Voting

12. Each Member will have a single equal vote on any matter.

Nature of Interest

13. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

Withdrawal of Contribution

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

Liability for Contribution

15. 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 described elsewhere 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

16. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Members' interests are not affected, except with the unanimous consent of the Members. No Member will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Members may be adjusted to reflect the aggregate change in Capital Contributions by the Members.
17. 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. Resolution of such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Members.

Capital Accounts

18. An individual capital account will be maintained for each Member and their initial Capital Contribution 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

19. 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.

Drawing Accounts

20. An individual drawing account will be maintained for each Member. Each Member will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Members. The drawing account is a temporary account and is expected to have a debit balance if there have been any withdrawals. At the end of each accounting year, the drawing accounts are closed by transferring the debit balance to each Member's capital account.

Compensation to Members for Services Rendered

21. Members will not be compensated by the Company for services rendered to or on behalf of the Company, except reimbursement for expenses directly related to the operation of the Company.

Management

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

Authority to Bind Company

23. Each Member, acting in their capacity as Member, will have the authority to act on behalf of or bind the Company in contract.

Duty to Devote Time

24. 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 business.

Member Meetings

25. Member meetings will be held at any location that the Members may from time to time designate.
26. Any impending Member meeting will require _____ notice be given to all Members.
27. A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.

Admission of New Members

28. No new Members may be admitted into the Company.

Voluntary Withdrawal of a Member

29. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Operating 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.
30. The voluntary withdrawal of a Member will result in the dissolution of the Company.
31. 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

32. 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 the Operating 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.
33. The involuntary withdrawal of a Member will result in the dissolution of the Company.

Dissociation of a Member

34. Where the dissociation of a Member for any reason results in the dissolution of the Company then the Company will proceed in a reasonable and timely manner to dissolve the Company, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
35. 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.

Assignment of Interest

36. 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.

Valuation of Interest

37. 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 procedures. 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.
38. 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

39. 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.
40. 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.
41. 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

42. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.

- d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
43. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

44. 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

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

Audit

46. 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

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

Tax Matters Partner

48. The tax matters partner will be Tiffany Metz, (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members deem advisable.
49. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

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

Goodwill

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

Governing Law

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

Mediation and Arbitration

53. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, 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.

Forbidden Acts

54. No Member may do any act in contravention of this Agreement.
55. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
56. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
57. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
58. No Member may confess a judgment against the Company.
59. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

Indemnification

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

provisions of this Agreement.

Liability

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

Liability Insurance

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

Life Insurance

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

Actions Requiring Unanimous Consent

64. Actions requiring the unanimous consent of all Members will include, but not be limited to, the following:
- a. Firing any employee.
 - b. Assignment of ownership rights of Company property.
 - c. Endangering the ownership or possession of Company property.
 - d. Assignment of check signing authority.

- e. Releasing any Company claim except for payment in full.

Amendment of Operating Agreement

- 65. 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

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

Miscellaneous

- 67. Time is of the essence in this Agreement.
- 68. This Agreement may be executed in counterparts.
- 69. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
- 70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 71. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in 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 parties.

72. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
73. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
74. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.


Definitions


75. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.
 - d. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
 - e. "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.
 - f. "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 13th day of April, 2016.

SIGNED, SEALED, AND DELIVERED

in the presence of:


Witness:  (Sign)
Witness Name: EMILY DEACH



Steven Briody (Member)

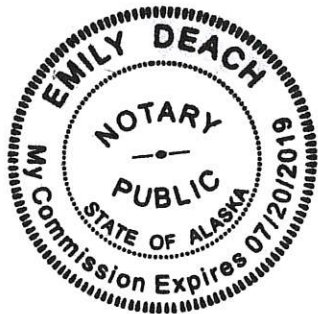


SIGNED, SEALED, AND DELIVERED

in the presence of:

Witness:  (Sign)
Witness Name: EMILY DEACH


Tiffany Metz (Member)



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

COYOTE AND TOAD'S GARDEN, LLC

PO BOX 711 SKAGWAY AK 99840

owned by

COYOTE AND TOAD'S GARDEN, LLC

is licensed by the department to conduct business for the period

October 18, 2015 through December 31, 2016
for the following line of business:

71 - Arts, Entertainment and Recreation

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



APR 11 '16 PM12:44



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 6, 2016

Coyote and Toad's Garden, LLC
DBA: Coyote and Toad's Garden, LLC
Via email: whaleycooper@gmail

Re: Limited Marijuana Cultivation Facility License Application #10141

Dear Applicant,

AMCO staff has reviewed the online application and supplemental documents submitted for the proposed marijuana establishment license referenced above. The following items need to be corrected and/or resubmitted.

- MJ-01 Operating Plan
 - Please answer the question on pg 18.
- MJ-02 Premises Diagram
 - Your diagram shows two separate areas as the licensed premises with a road dividing them. Your proposed premises area must be a contiguous area.
- MJ-04 Cultivator Supplemental
 - Pg 7 indicates that you will cross a public road with marijuana plants. Your licensed premises cannot be separated by a road.
- MJ-07 Public Notice Posting Affidavit
 - The affidavit was signed and notarized before the 10 day posting period ended. Please have the document re-notarized.
- Proof of Possession of Proposed Premises
 - Please provide an official binding document signed by the Lessor and Lessee

Please return the incomplete items within two weeks of the date of this letter. Receipt of the items within two weeks will keep your application at the top of our worklist. If we do not receive all of the completed items within two weeks, your application will be moved to the back of the "Under Review" worklist. If we do not receive your completions within 90 days, per 3 AAC 306.025(f), you must file a new application and pay a new fee.

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 23, 2016

Coyote and Toad's Garden, LLC
DBA Coyote and Toad's Garden, LLC
VIA email: whaleycooper@gmail.com

Re: Application Status for License #10141

Dear Applicant:

I have received your application for a Limited Marijuana Cultivation Facility license. Our staff has reviewed your application after receiving your application and required 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 is now considered complete and will be sent electronically, in its entirety, to your local government, your community council if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough, and to any non-profit agencies who have requested notification of applications. The local government will have 60 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, you should continue to work with those local or state agencies to get the requirements completed. At this time, at the direction of the Marijuana Control Board, I am determining your application to be complete without sending your fingerprint card(s) to the Department of Public Safety (DPS) for independent verification of your lack of a disqualifying criminal history. The fingerprint card(s) 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 1st, 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 "C. Franklin".

Cynthia Franklin
Director, Marijuana Control Board



THE STATE
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and Economic Development

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

May 23, 2016

Department of Environmental Conservation

Attn: Permitting Division

State Fire Marshal

Attn: Jessica Faulkner

Diana Parks

VIA email: DEC.FSSPermit@alaska.gov

jessica.faulkner@alaska.gov

diana.parks@alaska.gov

License Number:	10141
License Type:	Limited Marijuana Cultivation Facility
Licensee:	Coyote and Toad's Garden, LLC
Doing Business As:	COYOTE AND TOAD'S GARDEN, LLC
Physical Address:	100 Rio Faux Lobo Skagway, AK 99840
Designated Licensee:	Steven Briody
Phone Number:	907-612-0338
Email Address:	whaleycooper@gmail.com

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



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

May 23, 2016

Municipality of Skagway
Attn: Emily Deach
VIA Email: e.deach@skagway.org

License Number:	10141
License Type:	Limited Marijuana Cultivation Facility
Licensee:	Coyote and Toad's Garden, LLC
Doing Business As:	COYOTE AND TOAD'S GARDEN, LLC
Physical Address:	100 Rio Faux Lobo Skagway, AK 99840
Designated Licensee:	Steven Briody
Phone Number:	907-612-0338
Email Address:	whaleycooper@gmail.com

☒ **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 and 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.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Franklin', is positioned above the typed name.

Cynthia Franklin, Director

amco.localgovernmentonly@alaska.gov

From: Thibodeaux, Christina N (CED)
To: "Emily Deach"
Subject: Local Government Notification - New Marijuana License Application #10141 Coyote and Toad's Garden LLC
Date: Monday, May 23, 2016 4:19:00 PM
Attachments: [10141 Local Government Notice.docx](#)

Dear local government officials,

Please find the attached correspondence for a new marijuana establishment license.
Direct all correspondence to amco.localgovernmentonly@alaska.gov.

The application and all supporting documentation will be sent to each of you via the State of Alaska Drop Box called ZendTo.

You will receive an email 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 is circled in red in the image above. You should be redirected to a page similar to this:

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.

Christina Thibodeaux

Business Registration Examiner | Dept. of Commerce, Community and Economic Development | Alcohol and Marijuana Control Office

550 W. 7th Ave. Ste. 1600 Anchorage, AK 99501 | 907.754.3588 |



Please consider the environment before printing this e-mail.

Less paper is better for us and our environment.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
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May 23, 2016

Department of Environmental Conservation

Attn: Permitting Division

State Fire Marshal

Attn: Jessica Faulkner

Diana Parks

VIA email: DEC.FSSPermit@alaska.gov

jessica.faulkner@alaska.gov

diana.parks@alaska.gov

License Number:	10141
License Type:	Limited Marijuana Cultivation Facility
Licensee:	Coyote and Toad's Garden, LLC
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Physical Address:	100 Rio Faux Lobo Skagway, AK 99840
Designated Licensee:	Steven Briody
Phone Number:	907-612-0338
Email Address:	whaleycooper@gmail.com

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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: *Melanie Thompson* ☒ DEC ☐ Fire Marshal

DATE: 5/24/2016 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