



MEMORANDUM

TO: Chair and Members of the Board DATE: June 2, 2016
FROM: Cynthia Franklin RE: RCFC, LLC, License #10005
Director, Marijuana Control Board

This is an application for a new standard marijuana cultivation facility in the Fairbanks North Star Borough by RCFC, LLC DBA Rosie Creek Farm.

Date Application Initiated: 02/24/2016

Date Fees Paid: 03/23/2016

Date Under Review: 03/25/2016

Incomplete Letter Date: 04/25/2016

Date Incompletion Corrected: 05/19/2016

Additional Incomplete Letter Sent: No, but email on 5/20 re: error

Date Final Corrections Submitted: 05/25/2016

Determined Complete/Notices Sent: 05/25/2016 (sent 5/19 but notified of error by FNSB which was corrected by applicant and notice re-sent)

Local Government Response/Date: No response yet; 60 day period runs 07/24/2016

DEC Response/Date: N/A (MOA)

Fire Marshal Response/Date: N/A (MOA)

Objection(s) Received/Date: None

Staff questions for Board: None



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	RCFC, LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ROSIE CREEK FARM				
Physical Address:	2659 Livingston Loop				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Licensee:	Michael J Emers				
Email Address:	mike@rosiecreekfarm.com				

Section 2 – Attached Items

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

Attached Items:	LN_10005_Corrected Form MJ-00 JEH Application Certifications LN_10005_Corrected Form MJ-00 MJE Application Certifications LN_10005_Corrected Form MJ-01 Marijuana Establishment Operating Plan LN_10005_Corrected Form MJ-02 Premises Diagram LN_10005_Corrected Form MJ-04 Marijuana Cultivation Facility Operating Plan Supplemental LN_10005_Corrected MJ-07 and MJ-08 LN 10005 MJ-09 Statement of Financial Interest JEH LN 10005 MJ-09 Statement of Financial Interest MJE LN 10005_corrected_COMMERCIAL LEASE AGREEMENT for Cultivation RCFC LN_10005_Legal Ad text LN_10005_Legal ad receipt
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OFFICE USE ONLY

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

ROSIE CREEK FARM

PO BOX 181 ESTER AK 99725

owned by

RCFC, LLC

is licensed by the department to conduct business for the period

February 09, 2016 through December 31, 2016

for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Chris Hladick



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

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Section 1 – Establishment Information

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

Licensee:	RCFC, LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ROSIE CREEK FARM				
Physical Address:	2559 Livingston Loop				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Michael J Emers				
Email Address:	mike@rosiecreekfarm.com				

Section 2 – Attached Items

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

Attached Items:	
1	Form MJ 003 Michael Emers
2	Form MJ 00 Michael Emers Signature
3	Form MJ 00 Joan Hornig
4	Form MJ 00 Joan Hornig Signature

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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THE STATE

of **ALASKA**

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

AK Entity #: 10035620
Date Filed: 02/09/2016
State of Alaska, DCCED

FOR DIVISION USE ONLY

Limited Liability Company
Initial Biennial Report

Web-2/9/2016 3:49:55 PM

Entity Name: RCFC, LLC
Entity Number: 10035620
Home Country: UNITED STATES

Registered Agent

Name: Michael Emers
Physical Address: 2641 LIVINGSTON LOOP,
FAIRBANKS, AK 99709
Mailing Address: PO BOX 181 , ESTER, AK 99725

Home State/Province: ALASKA

Entity Physical Address: 2641 LIVINGSTON LOOP, FAIRBANKS, AK 99709

Entity Mailing Address: PO BOX 181, ESTER, AK 99725

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
Joan Hornig	PO Box 181, Ester, AK 99709	50	Manager, Member
Michael Emers	PO Box 181, Ester, AK 99709	50	Manager, Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

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

Name: Jana D. Weltzin

OPERATING AGREEMENT
OF
RCFC, LLC
an Alaska limited liability company

Dated: As of the ____ day of _____, 2016.

THE INTERESTS CREATED AND DESCRIBED IN THIS OPERATING AGREEMENT HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH THE SECURITIES AUTHORITIES OF ANY STATE UNDER ANY APPLICABLE STATE SECURITIES LAWS. THE INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, OR OTHERWISE TRANSFERRED BY A HOLDER THEREOF EXCEPT: (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT REGISTERING THE INTERESTS UNDER THE SECURITIES ACT AND/OR UNDER APPLICABLE STATE SECURITIES LAWS; (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION WHICH HAS BEEN OBTAINED BY SUCH HOLDER TO THE SATISFACTION OF COUNSEL AND THE MEMBER-MANAGERS; OR (3) PURSUANT TO SUCH OTHER EVIDENCE WHICH HAS BEEN OBTAINED BY THE HOLDER TO THE SATISFACTION OF COUNSEL AND THE MEMBER-MANAGERS THAT SUCH REGISTRATION UNDER THE SECURITIES ACT AND/OR UNDER APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED TO LAWFULLY EFFECT A SUBSEQUENT SALE OR OTHER TRANSFER. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT.

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OPERATING AGREEMENT

THIS OPERATING AGREEMENT OF RCFC, LLC (the “Agreement”), dated as of the ____ day of _____, 2016, is entered into by and among RCFC, LLC, an Alaska limited liability company (the “Company”), and Michael Emers and Joan Hornig, as the Members (collectively, the “Members” or each “Member”), pertaining to the operation of the Company pursuant to the Alaska Revised Limited Liability Company Act (the “Act”), on the following terms and conditions.

ARTICLE 1. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth below:

1.1. “Accountants” shall mean the accountants for the Company as set forth in Section 4.6 hereof.

1.2. “Act” shall mean the Alaska Revised Limited Liability Company Act, as amended from time to time (or any corresponding provisions of succeeding law).

1.3. “Adjusted Capital Account Deficit” means the deficit balance, if any, in a Member’s Capital Account at the time in question, after (i) reducing the amount of such deficit by the amount, if any, of such Member’s Restoration Obligation, and (ii) increasing the amount of such deficit by the amount, if any, of the items described in paragraphs (4), (5) and (6) of Section 1.704-1(b)(2)(ii)(d) of the Regulations. The determination of a Member’s Adjusted Capital Account Deficit is made for purposes of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be made consistently therewith.

1.4. “Adjusted Contribution Account” shall mean, with respect to each Member, the excess of (a) such Member’s Contribution Account over (b) distributions to such Member under Section 7.2, 7.3 and 13.2, hereof.

1.5. “Affiliate” or “Affiliated Person” means, when used with reference to a specified Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

1.6. “Agreement” shall mean this Operating Agreement, as amended from time to time.

1.7. “Arbitrator” shall mean the arbitrator selected in accordance with the provisions of Article 17 hereof.

1.8. “Assignee” means a Person who has acquired an Economic Interest in the Company but who has not been admitted as a Substitute Member hereunder.

1.9. “Bankrupt” or “Bankruptcy” means, with respect to any Person, being the subject of an order for relief under Title 11 of the United States Code, or any successor statute or other statute in any foreign jurisdiction having like import or effect or commencing any case, proceeding or other action or otherwise seeking relief under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, or having such a case, proceeding or other action commenced against such Person that is not dismissed within sixty (60) days of filing.

1.10. “Capital Account” is defined in Section 3.5 hereof.

1.11. “Capital Contributions” shall mean for each Member, the total amount of cash and the fair market value of other property contributed, or deemed contributed pursuant to Article 3 hereof (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code) to the Company by such Member pursuant to Article 3 hereof.

1.12. “Capital Transaction” shall mean (i) any sale, exchange, taking by eminent domain, damage, destruction, or other disposition of all or any part of the assets of the Company, other than tangible personal property disposed of in the ordinary course of business, without regard to whether the sale is to a bona fide third party retail purchaser or to a Member pursuant to Article 5 below; (ii) any financing or refinancing secured by a pledge of any Company asset, or (iii) any damages received from compensation for a title defect with respect to the Property; provided, however, that the receipt by the Company of contributions of capital shall not constitute Capital Transactions.

1.13. “Cash Available for Distribution” for any period shall mean such portion of the cash on hand or in bank accounts of the Company as is available for distribution to the Members at the end of such period after reasonable provision has been made for the payment of debt service due on loans, payments in full of all principal, interest, fees, and costs related to the current liability of the Company, and a reasonable reserve for Company operating expenses and future or contingent liabilities, as established from time to time by the unanimous written consent of the Members; provided, however, that Cash Available for Distribution shall not include any Net Proceeds from a Capital Transaction.

1.14. “Code” shall mean the Internal Revenue Code of 1986, as amended, and any corresponding provisions of succeeding law.

1.15. “Company” shall mean RCFC, LLC, an Alaska limited liability company.

1.16. “Company Expenses” shall mean all of the costs and expenses of the Company incident to the ownership or operation of its assets and the conducting of the Company business, including, without limitation, real estate taxes, insurance premiums, management and supervisory fees, capital expenditures for repair or replacement, payments of principal and interest on any Company indebtedness, and the cost of operations, utilities, maintenance, and repairs.

1.17. “Contribution Account” of a Member shall mean an amount equal to the Initial Capital Contribution of each Member as shown on Exhibit “A” attached hereto and all additional Capital Contributions.

1.18. “Depreciation” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to any asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Member-Managers.

1.19. “Dissolution Event” means, with respect to any Member, one or more of the following: death, insanity, withdrawal, resignation, retirement, expulsion, Bankruptcy, or dissolution of such Member.

1.20. “Economic Interest” means a Member’s or Assignee’s right to receive distributions from the Company and to share in the income, gains, losses, deductions, credits, or similar items of the Company pursuant to this Agreement and the Act, but shall not include any other rights of a Member, including without limitation the right to vote or participate in the management of the Company, or, except as provided in the Act, any right of an Assignee to information concerning the business and affairs of the Company.

1.21. “Entity” shall mean any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative, limited liability company, or association.

1.22. “Fiscal Year” shall mean the fiscal year of the Company and shall be the same as its taxable year which shall be the calendar year unless otherwise required by the Code.

1.23. “Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes except as follows:

- 1.23.1. The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Member-Managers.
- 1.23.2. The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Member-Managers, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an interest in the Company if the Member-Managers reasonably determined that such adjustment is necessary or appropriate to reflect the relative economic interests of

the Members in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

- 1.23.3. The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution; and
- 1.23.4. The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.23.4 to the extent the Member-Managers determine that an adjustment pursuant to Section 1.23.2 is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1.23.4.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 1.23.1, 1.23.2 or 1.23.4 hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.24. “Initial Capital Contribution” means the amount set forth in Exhibit “A” hereto as the Initial Capital Contribution of each Member. Upon a Transfer permitted hereunder, such Initial Capital Contribution shall be allocated pro rata to the transferee.

1.25. “Member-Managers” shall mean the Persons identified as the Member-Managers in Exhibit “A” attached hereto, together with any party that becomes an additional or substituted Member-Manager of the Company pursuant to the terms hereof.

1.26. “Members” shall have the meaning set forth in the introductory paragraph of this Agreement and shall mean each of the Persons accepted by the Member-Managers as Members after executing a joinder to this Agreement in the form attached hereto as Exhibit “B” and being so identified on the attached Exhibit “A”, as amended, from time to time, together with any party that becomes an additional or Substitute Member of the Company pursuant to the terms hereof.

1.27. “Membership Interest” means a Member’s rights in the Company, including the Member’s Economic Interest, the right to vote on certain matters as provided in this Agreement, and any right to information concerning the business and affairs of the Company provided by this Agreement or the Act.

1.28. “Net Proceeds from a Capital Transaction” shall mean the net proceeds from any Capital Transaction, after payment of any costs and expenses associated with such Capital Transaction and the repayment of any indebtedness secured by the property which is the subject of such Capital Transaction and which is required to be paid as a result thereof, and the current portion of any unsecured indebtedness of the Company (including any indebtedness which shall

become repayable on account of such Capital Transaction), and after reasonable provision has been made for a reserve for any future or contingent liabilities as determined by the Member-Managers in their absolute discretion.

1.29. “Percentage Interests” of any Member shall be the Percentage Interest assigned to such Member on Exhibit “A,” as modified from time to time pursuant to this Agreement.

1.30. “Person” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

1.31. “Project” means the development, construction, ownership, maintenance, use, and management of the Property, and improvements thereon, for the cultivation, farming, and processing of crops and plants.

1.32. “Property” shall mean the real property located at 2641 Livingston Loop, Fairbanks, AK 99709, comprised of approximately _____ acres, which is legally described on Exhibit “C.”

1.33. “Profits” and “Losses” means, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- 1.33.1. Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.33 shall be added to such taxable income or loss;
- 1.33.2. Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 1.33 shall be subtracted from such taxable income or loss;
- 1.33.3. In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.23.2 or Section 1.23.3 hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;
- 1.33.4. Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

- 1.33.5. In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 1.18 hereof; and
- 1.33.6. Notwithstanding any other provision of this Section 1.33, any items which are specially allocated pursuant to Section 6.4 hereof shall not be taken into account in computing Profits or Losses.

1.34. “Regulations” shall mean the Federal income tax regulations promulgated under the Code, as such Regulations may be amended from time to time (it being understood that all references to specific sections of the Regulations shall be deemed also to refer to any corresponding provisions of succeeding Regulations).

1.35. “Restoration Obligation” means, with respect to any Member, the amount of any deficit balance in such Member’s Capital Account which such Member is treated as obligated to restore pursuant to (i) Section 1.704-1(b)(2)(ii)(c) of the Regulations and (ii) the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations. Computation of the amount of a Member’s Restoration Obligation, and any determinations related thereto, shall be made in accordance with the Regulations.

1.36. “Substitute Member” shall mean a Person who has succeeded to the Economic Interest of a Member hereunder and who has been accepted as a Member of the Company pursuant to the terms of this Agreement.

ARTICLE 2. ORGANIZATION OF COMPANY

2.1. Formation. The Member-Managers formed the Company by filing Articles of Organization with the Alaska Department of Commerce, Community & Economic Development (the “Department”) on February 09, 2016, pursuant to the Act. The Members hereby ratify and confirm the actions of the Member-Managers in executing the Articles of Organization and filing such Articles of Organization with the Department. The Certificate of Organization for the Company was issued by the State of Alaska on February 09, 2016, and the Company was assigned Alaska domestic entity number 10035620.

2.2. Company Name. The legal name of the Company shall be “RCFC, LLC”. The Member-Managers may, from time to time, in its discretion and in compliance with applicable laws, change the name of the Company and, in such event, shall notify all Members within thirty (30) days after such name change. The Member-Managers, in their discretion, from time to time, may adopt such trade or fictitious names as it deems appropriate for the conduct of the Company’s business. The Member-Managers shall file and publish any fictitious business name statements and shall effect other similar filings as are required by applicable laws or as the Member-Managers shall consider appropriate or advisable.

2.3. Filings. The Members agree to execute (if required), and the Member-Managers agrees to file and record, or cause the duly authorized representative of the Company to execute, file, and record, all such certificates and documents, including amendments to the Articles of Organization of the Company, and to do such other acts as may be appropriate to comply with all

requirements for the formation, continuation, and operation of a limited liability company, the ownership of property, and the conduct of business under the laws of the State of Alaska.

2.4. Principal Business Office and Registered Agent. The registered agent of the Company in the State of Alaska shall be Michael Emers. The mailing address of the registered agent shall be PO Box 181, Ester, AK 99725, and the physical address of the registered agent shall be 2641 Livingston Loop, Fairbanks, AK 99709. The principal business office of the Company shall be 2641 Livingston Loop, Fairbanks, AK 99709, and such other place or places the Member-Managers may from time to time designate.

2.5. Term of Company. The term of the Company shall be perpetual unless it is dissolved pursuant to the provisions of this Agreement.

2.6. Purposes. The purposes of the Company are to acquire, own, hold, use, lease, mortgage, convey in trust, pledge, manage, improve, develop, operate, maintain, renovate, and otherwise deal in and hold for investment or sale the Property and to develop and construct thereon improvements in accordance with the plans and specifications for the Project for the purpose of cultivating, farming, and processing crops and plants, and any other agricultural purpose. The Company may engage in such other activities related either directly or indirectly to the foregoing as may be necessary, advisable, or convenient to the promotion or conduct of the business of the Company. The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business as determined from time to time by the Members. No other business shall be conducted by the Company without the prior written consent of all of the Members.

2.7. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement including without limitation Section 8.2 herein, the Company shall have the power and is authorized to:

- 2.7.1. acquire by purchase, lease, or otherwise, any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;
- 2.7.2. develop, construct, renovate, rehabilitate, operate, maintain, finance, improve, own, sell, convey, assign, mortgage, lease, demolish, or otherwise dispose of any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;
- 2.7.3. enter into construction contracts and related agreements;
- 2.7.4. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company and secure the same by mortgage, pledge, or other lien on the assets of the Company;
- 2.7.5. invest any funds of the Company pending distribution or payment of such funds pursuant to the provisions of this Agreement;

- 2.7.6. prepay in whole or in part, refinance, recast, increase, modify, or extend any indebtedness of the Company and in connection therewith execute any extensions, renewals, or modifications of any mortgage securing such indebtedness;
- 2.7.7. enter into, perform, and carry out contracts of any kind in connection with, necessary, convenient, or incidental to the accomplishment of the purposes of the Company, including, without limitation, all agreements, certificates, instruments, or documents required by lenders and all agreements relating to development of any property;
- 2.7.8. enter into, perform, and carry out leases for some or all of the space in any property and enter into such other agreements as may be reasonably incidental to those leases;
- 2.7.9. establish reserves for capital expenditures, working capital, debt service, taxes, assessments, insurance premiums, repairs, improvements, depreciation, depletion, obsolescence, and general maintenance of buildings and other property out of the rents, profits, or other income received therefrom and any other Company funds;
- 2.7.10. employ or otherwise engage employees, Member-Managers, contractors, advisors, and consultants and pay reasonable compensation for such services;
- 2.7.11. acquire through an authorized agent all business, professional, regulatory, or otherwise mandatory licensing, certifications, permits, accommodations, approvals, and authorizations necessary to operate the Company, engage in the Project and other Company activities, and otherwise accomplish of the purposes of the Company;
- 2.7.12. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient, or advisable with respect to the conduct of the business of the Company and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

2.8. Limitation on Members' Authority. None of the Members who are not Member-Managers shall have any authority to bind or act for, or to assume any obligations or responsibility on behalf of the Company or any Member-Manager. Neither the Company nor any Member shall be responsible or liable for any indebtedness or obligation of the other Members, or any of them, incurred or arising either before or after the execution of this Agreement, except as to those joint responsibilities, liabilities, indebtedness, and obligations incurred after the date hereof pursuant to and as limited by the terms of this Agreement.

2.9. Expenses of Organization. All expenses incurred by the Member-Managers in connection with the organization of the Company, the negotiation and preparation of this Agreement, and any statements to be filed or recorded in connection herewith shall constitute

Company Expenses, and shall be paid by the Member-Managers from Company funds. The Company shall reimburse the Member-Managers and their Affiliates for organizational expenses (including without limitation legal and accounting fees and costs) incurred to form the Company, and to prepare and file the Articles of Organization and this Agreement for the Company.

2.10. No Payment of Individual Obligations. The Company's credit and assets shall be used solely for the benefit of the Company. No asset of the Company shall be transferred or encumbered for or in payment of any individual obligation of a Member.

2.11. Statutory Compliance. The Company shall exist under and be governed by, and this Agreement shall be construed in accordance with, the applicable laws of the State of Alaska. The Member-Managers shall make, or cause the Company's duly authorized representative(s) to make, all filings and disclosures required by, and shall otherwise comply with, all such laws. The Member-Managers shall execute and file, or cause the Company's duly authorized representative(s) to execute and file, in the appropriate records any certificates required by law to be filed in connection with the formation of the Company, and shall execute and file, or cause the Company's duly authorized representative(s) to execute and file, such other documents and instruments as may be necessary or appropriate with respect to the formation of, and conduct of business by, the Company.

2.12. Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in such property in its individual name or right, and each Member's interest in the Company shall be personal property for all purposes.

2.13. Independent Activities. Each Member may engage in whatever activities such Member may choose, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company or any other Member. Neither this Agreement, nor any activity undertaken pursuant hereto, shall prevent any Member from permitting the Company or any other Member from participating in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation against any other Member.

2.14. Taxation as a Partnership. The Members intend that the Company shall be treated as a partnership for tax purposes only, and in connection therewith, the Members covenant and agree to take all actions necessary to accomplish such tax treatment and to refrain from taking any actions to the contrary.

ARTICLE 3. CAPITALIZATION; MEMBER LOANS

3.1. Members; Initial Capital Contributions; Percentage Interests. Exhibit "A" attached hereto and incorporated herein sets forth the name, address, and tax identification number of each Member, such Member's Initial Capital Contribution to the Company, and such Member's Percentage Interest in the Company. Prior to being admitted to the Company, each Member has made a cash contribution in immediately available funds to the Company in the amount of such Member's Initial Capital Contribution set forth on the attached Exhibit "A", as

amended from time to time. A separate Capital Account shall be maintained for each Member in accordance with Code Section 704(b) and applicable Regulations.

3.2. Membership Contingent Upon Initial Capital Contribution. Notwithstanding anything herein to the contrary, membership in the Company is expressly contingent upon each Member making the Initial Capital Contribution set forth in Section 3.1 hereof. The membership in the Company of any Member may be terminated by the Member-Managers upon failure to make such Initial Capital Contribution.

3.3. Additional Capital Contributions by Members. Except as provided by the Act, this Agreement, or any other agreement between the Company and all its Members, no Member shall be required to make any Additional Capital Contributions to the Company. Any Additional Capital Contributions contributed to the Company by a Member, as permitted from time to time by the Member-Managers, shall be treated as Additional Capital Contributions made by such Member to the Company and shall be added to such Member's Adjusted Contribution Account.

3.4. Treatment of Capital Contributions. Except as otherwise specifically set forth in this Agreement, no Member shall:

- 3.4.1. receive any interest on its Capital Contributions or its Adjusted Contribution Account, except as expressly provided for in this Agreement;
- 3.4.2. have the right to withdraw or reduce its Capital Contributions or to receive any distributions from the Company except for the distributions to be made in accordance with this Agreement;
- 3.4.3. have the right to demand or receive property other than cash in return for its Capital Contributions or as distributions;
- 3.4.4. be compelled to accept a distribution of any asset in kind from the Company in lieu of a proportionate distribution of cash being made to other Members; or
- 3.4.5. have priority over any other Member with respect to a return of Capital Contributions or the allocations of Net Profit, Net Losses, or distributions, except as set forth in this Agreement.

3.5. Capital Accounts. The Company shall continue to maintain an individual Capital Account for each Member (each, a "Capital Account"). The Company shall determine and maintain each Capital Account in accordance with Regulations Section 1.704-1(b)(2)(iv). If a Member transfers his or her Membership Interest in accordance with this Agreement, such Member's Capital Account shall carry over to the new owner of such Membership Interest pursuant to Regulations Section 1.704-1(b)(2)(iv)(1).

3.6. Loans.

- 3.6.1. The Member-Managers may lend or advance money to or on behalf of the Company, provided that the outstanding amount of such loans or advances shall bear interest at a rate per annum not to exceed the “Prime Rate” as published in *The Wall Street Journal*, or a successor business newspaper with national circulation, plus two percent (2%).
- 3.6.2. No Member may lend or advance money to, or on behalf of, the Company without the prior written approval of the Member-Managers. Any loans or advances by a Member shall be repaid on such terms and conditions and shall bear interest at such rates as shall be approved by the Member-Managers. The amount of any such loans or advances shall be treated as a Company debt, and not as a Capital Contribution. No Member or Member-Manager will have any personal liability for any liability of the Company.

ARTICLE 4. ACCOUNTING MATTERS, REPORTS AND RECORDS

4.1. Bank Accounts. The bank accounts of the Company shall be maintained in such banking institutions authorized to do business in such states as the Member-Managers shall determine, and withdrawals shall be made on such signature or signatures as the Member-Managers shall determine. The Company’s funds shall not be commingled with the funds of any other Person and shall not be used except for the business of the Company. Each Member shall receive a copy of the monthly banking statement within three (3) business days after the statement first becomes available, and shall be provided with copies of any checks or other distributions from the Company bank accounts promptly upon request, but not more than twice monthly.

4.2. Books of Account; Fiscal Year. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept or caused to be kept by the Member-Managers. All of the Company’s books of account, together with an executed copy of this Agreement and copies of such other instruments as the Member-Managers may execute hereunder, including amendments thereto, shall be available during normal business hours for inspection by any Member or its duly authorized representative or, at the expense of such Member, for audit by such Member or its duly authorized representative. The Company shall also maintain the following: (1) a current list of the full name and last known business, residence, or mailing address of each Member and each Assignee of which the Company has knowledge, together with their respective Capital Contributions, Capital Account, Contribution Account, and Percentage Interest; (2) a copy of the initial Articles of Organization of the Company and all amendments; (3) copies of all written operating agreements and all amendments to the agreements, including any prior written operating agreements no longer in effect; (4) copies of any signed writing pursuant to which a Member has promised to make a Capital Contribution to the Company; (5) copies of the Company’s federal, state, and local income tax returns and reports, if any, for the three (3) most recent years; (6) copies of any financial statements of the Company for the three (3) most recent years; (7) copies of all joinders or subscriptions to this Agreement; and (8) the Company’s books and records relating to internal

affairs for at least the current and past three (3) Fiscal Years. Each Member may inspect and copy the records required to be maintained by the preceding sentence, and each Member may inspect and copy other information regarding the affairs of the Company as is just and reasonable for any purpose reasonably related to the Member's interest.

4.3. Reports.

- 4.3.1. Within thirty (30) days after the end of each calendar year, commencing with the first year following the Company's acquisition of the Property, the Member-Managers shall prepare, or cause to be prepared, operating statements for the year just ended, none of which need be audited unless required by law, together with a report of other pertinent information regarding the Company and its activities during such month.
- 4.3.2. The Member-Managers shall send to each Member such tax information as provided in Section 4.4.
- 4.3.3. Within ninety (90) days after the end of each Fiscal Year, the Member-Managers shall send to each Member the balance sheet of the Company as of the end of such Fiscal Year and statements of income (loss), Members' equity, and cash flows for such Fiscal Year.

4.4. Tax Returns and Tax Treatment. The Member-Managers shall, for each Fiscal Year, file on behalf of the Company a United States Partnership Return of Income within the time prescribed by law for such filing. The Member-Managers shall also file on behalf of the Company such other tax returns and other documents from time to time as may be required by the Federal and government, or by any subdivision thereof. All tax returns shall be prepared by the Accountants. The Company shall provide to the Members all information concerning the Company that is necessary for the preparation of the Members' federal income tax returns.

4.5. Tax Matters Partner. The Member-Managers are responsible for the administrative and/or judicial proceedings by the Internal Revenue Service or any government authority involving any return of the Company, and for all tax returns and filings required by Section 4.4 hereof. The Member-Managers are required to provide prompt notice of any communication to or from a Federal, state, or local authority regarding any return of the Company. The Member-Managers shall be the "Tax Matters Partner" for the purposes of Section 6231(a)(7) of the Code.

4.6. Accountants. The Accountants of the Company shall initially be _____, located at _____, AK _____; Phone: (907) _____; provided, however, that the Member-Managers may terminate the Accountants and select a replacement Accountant at any time and from time to time.

ARTICLE 5. [RESERVED]

5.1. [RESERVED FOR ADDITIONS]. Use Article 5 to add a missing section without having to change subsequent section references. Otherwise, purposefully left blank.

ARTICLE 6. ALLOCATIONS

6.1. Profits. Except as otherwise provided in this Agreement, Profits for any Fiscal Year shall be allocated:

- 6.1.1. FIRST, to Members who have previously been allocated Losses to the extent of such Losses on a pro rata basis and to the extent Profits have not previously been allocated for such Losses; and
- 6.1.2. THEREAFTER, to the Members in accordance with their Percentage Interests.

6.2. Losses.

- 6.2.1. Except as provided in Section 6.4 hereof and subject to Section 6.2.2, Losses for any Fiscal Year shall be allocated among the Members, FIRST, to the Members who have been allocated Profits to the extent of such Profits, in proportion to their Percentage Interests, and THEREAFTER to the Members in accordance with their Percentage Interests on a pro rata basis.
- 6.2.2. The Losses allocated pursuant to Section 6.2.1 hereof shall not create (or increase) an Adjusted Capital Account Deficit for any Member. All Losses in excess of this limitation shall be allocated to the other Member(s) to the extent that such allocation does not create (or increase) an Adjusted Capital Account Deficit for such other Member(s).

6.3. General.

- 6.3.1. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.
- 6.3.2. The Members are aware of the income tax consequences of the allocations made by this Article 6 and hereby agree to be bound by the provisions of this Article 6 in reporting their shares of Company income and loss for income tax purposes.
- 6.3.3. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Member-Managers using any permissible method under Code Section 706 and the Regulations thereunder.

- 6.3.4. In the event of a dissolution of the Company, if Members have Adjusted Capital Account Deficits after allocations of income or loss pursuant to Sections 6.1, 6.2 and 6.4 hereof, items of gross income shall be allocated to Members in proportion to their Adjusted Capital Account Deficits until all such deficits are eliminated.

6.4. Other Allocation Rules.

- 6.4.1. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.
- 6.4.2. Any “partner nonrecourse deductions” (as defined in the Regulations) for any calendar year shall be specially allocated to the Member who bears the economic risk of loss with respect to the “partner nonrecourse debt” (as defined in the Regulations) to which such partner nonrecourse deductions are attributable in accordance with the Regulations. Such Members shall be specially allocated items of Company income and gain as are required by the “chargeback of partner nonrecourse debt minimum gain” requirements of the Regulations.
- 6.4.3. Any “nonrecourse deductions” (as defined in the Regulations) for any calendar year shall be specially allocated to the Members in proportion to their respective Percentage Interests. Such Members shall be specially allocated items of Company income and gain as are required by the “minimum gain chargeback” requirements of the Regulations.
- 6.4.4. In the event any Member’s unexpected receipt of any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations causes such Member to have (or increases) an Adjusted Capital Account Deficit, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 6.4.4 shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 6 have been tentatively made as if this Section 6.4.4 were not in this Agreement.

- 6.4.5. Notwithstanding the provisions of Sections 6.1 and 6.2.1 hereof, allocations pursuant to Sections 6.2.2 and 6.4.1 through 6.4.4 hereof shall be taken into account in allocating other Profits, Losses, and items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other Profits, Losses, and other items and the allocations pursuant to Sections 6.2.2 and 6.4.1 through 6.4.4 hereof to each Member shall be equal to the net amount that would have been allocated to each such Member if the allocations pursuant to Sections 6.2.2 and 6.4.1 through 6.4.4 hereof had not occurred.

6.5. Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 1.23.1 hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 1.23.2 hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Member-Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provisions of this Agreement.

ARTICLE 7. DISTRIBUTIONS

7.1. Restrictions on Distributions of Cash Available for Distribution. Cash Available for Distribution of the Company shall be calculated by the Member-Managers at least every calendar year and shall be distributed in accordance with this Article 7 within thirty (30) days after the end of each such calendar year; provided that no distribution shall be made if such distribution would be in violation of the Act.

7.2. Distributions of Cash Available for Distribution. Distributions of Cash Available for Distribution shall be made to the Members as follows:

a. FIRST - To the return of any Adjusted Contribution Account in proportion to each Member's Adjusted Contribution Account as a portion of all Adjusted Contribution Accounts, until each Member's Adjusted Contribution Account has been reduced to \$0;

b. SECOND – To the Members with positive Capital Accounts in proportion

to each Member's positive Capital Accounts, until each Member's Capital Account has been reduced to \$0; and

c. THEREAFTER, to the Members in proportion to their respective Percentage Interests.

7.3. Distributions on Account of a Capital Transaction. Distributions of the Net Proceeds from a Capital Transaction shall be made to the Members in the following order of priority:

a. FIRST – to pay principal, interest, fees, and costs related to any outstanding liability of the Company;

b. SECOND – To the return of any Adjusted Contribution Account in proportion to each Member's Adjusted Contribution Account as a portion of all Adjusted Contribution Accounts, until each Member's Adjusted Contribution Account has been reduced to \$0;

c. THIRD – To the Members with positive Capital Accounts in proportion to each Member's positive Capital Accounts, until each Member's Capital Account has been reduced to \$0; and.

d. THEREAFTER, to the Members in proportion to their respective Percentage Interests.

ARTICLE 8. MEMBER-MANAGERS

8.1. Appointment; Resignation and Removal of Member-Managers. One or more additional Member-Managers may be appointed by the affirmative vote of all Members. A Member-Manager may resign as a Member-Manager of the Company at any time by giving written notice to the remaining Member-Managers (or, if none remaining, to the Members). A resignation of a Member-Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and, unless otherwise specified in such notice, shall not affect such Member-Manager's rights and liabilities as a Member. A Member-Manager may be removed by the affirmative vote of all the Members. Any vacancy occurring for any reason in the office of a Member-Manager of the Company may be filled by the affirmative vote of all of Members (but, so long as there is at least one Member-Manager then serving, shall not be required to be filled).

8.2. General Responsibilities. The Member-Managers shall have full responsibility and discretion in the management and control of the business and affairs of the Company for the purposes stated in Section 2.6 hereof, shall make all decisions affecting the Company's affairs and business and shall have full, complete and exclusive discretion to take any and all action that the Company is authorized to take and to make all decisions with respect thereto, including the right to delegate these responsibilities to its Affiliates. Any Person transacting business with the Company may conclusively rely on all actions by a Member-Manager being within the power and authority of such Member-Manager on behalf of the Company without further inquiry.

Without limiting the generality of the foregoing, the Member-Managers shall have the power to do any and all acts and things necessary, appropriate, or proper, to or for the furtherance of the Company's purposes and business, including without limitation, the following:

- 8.2.1. To protect and preserve the title and interest of the Company in the Property; and take whatever action the Member-Managers may deem necessary or appropriate to develop and improve the Property, and manage its operations, subject to the terms of a budget approved by the unanimous written consent approved by all Members;
- 8.2.2. Cause to be paid all property taxes, assessments, and other impositions applicable to the Property; provided, that the Member-Managers may contest in good faith any such taxes or assessments for so long as the failure to pay the same does not (1) subject the Property or any part thereof to loss through foreclosure or otherwise, (2) constitute a default or event which would constitute default under any agreement to which the Company is subject, or (3) result in penalties;
- 8.2.3. Cause any indebtedness to be paid prior to delinquency, and cause the Company to comply with the terms of any indebtedness and all other debt documents;
- 8.2.4. Enforce by all reasonable means the obligations of any third parties to the Company;
- 8.2.5. Keep all books of account and other records of the Company;
- 8.2.6. Maintain all funds of the Company held or controlled by the Member-Managers in a Company account or accounts at a bank or banks selected by the Member-Managers;
- 8.2.7. Market and/or advertise activities and business on the Property;
- 8.2.8. Carry or cause to be carried such insurance as the Member-Managers reasonably may deem necessary or appropriate, including any insurance required to be maintained in force and effect by (1) the terms of any debt documents, or (2) the terms of any agreement, contract, or lease binding on the Company;
- 8.2.9. Supervise, coordinate, and perform (or cause to be performed on behalf of the Company), the management, operation, administration, development, use, financing, and/or sale or other disposal of the Property in compliance with this Agreement; take any steps necessary or desirable in connection with all applicable laws, rules, and regulations of governmental agencies having jurisdiction over the Property, and otherwise operate and manage the Property on a day-to-day basis and manage the business and affairs of the Company in accordance with this Agreement;

- 8.2.10. Enter into leases, easements, restrictive covenants, and any other agreements of any nature whatsoever pertaining to the Property;
- 8.2.11. Enter into service contracts and construction contracts pertaining to the Property; and
- 8.2.12. Acquire and maintain all business, professional, regulatory, or otherwise mandatory licensing, certifications, permits, accommodations, approvals, and authorizations necessary to operate the Company, use the Property in accordance with this Agreement, engage in the Project and other Company activities, and otherwise accomplish of the purposes of the Company.

Notwithstanding any other provision in this Agreement or applicable law, any power and discretion granted to or vested in the Member-Managers by law or under this Agreement may be exercised by the Member-Managers jointly or by any single Member-Manager alone, and the exercise of any power or discretion by one Member-Manager in such case shall have the same force and effect as if exercised by all Member-Managers.

Notwithstanding any other provision in this Agreement, unanimous consent of the Members shall be required to:

- 8.2.12. Finance or refinance the Property from time to time;
- 8.2.13. Sell the Property;
- 8.2.14. Make any decision for the ultimate disposition of the Property, including sale of the Property, development of the Property, subdivision of the Property, etc.;
- 8.2.15. Admit any new Member;
- 8.2.16. Confess a judgment against the Company;
- 8.2.17. Possess Company real or personal property, or assign rights in specific Company property, for other than a Company purpose;
- 8.2.18. Elect to dissolve the Company (as further provided in this Agreement);
- 8.2.19. Loan Company funds or assets to any Person;
- 8.2.20. Knowingly perform any act that would subject any Member to liability similar to that of a general partner in any jurisdiction;
- 8.2.21. Obligate the Company as a guarantor, endorser, accommodation endorser, or surety for the obligation of any other Person;

- 8.2.22 Institute any proceeding at law or in equity or before administrative agencies, or compromise or settle claims against the Company in any civil or administrative action or proceeding where the amount at issue exceeds five thousand dollars (\$5,000.00);
- 8.2.23 Acquire by lease, purchase, or otherwise any real property other than the Property;
- 8.2.24 File a petition for relief in bankruptcy under any federal bankruptcy laws or under debtor relief laws of any jurisdiction;
- 8.2.25 Make any decision or take any action which, under the provisions of this Agreement, is required to be approved by all of the Members;
- 8.2.26 Incur debt on behalf of the Company except in the ordinary course of business;
- 8.2.27 Make a single capital expenditure in excess of five thousand dollars (\$5,000.00);
- 8.2.28 Change the status of the Company from a company that is taxed as a partnership under Subchapter K of the Code to one that is taxed as a corporation under Subchapter C of the Code, without the unanimous consent of all of the Members; or
- 8.2.29 Cause the recapitalization or reorganization of the Company for purposes of creating shares of stock for registration and sale to the public in accordance with federal and state securities laws.

8.3. Restrictions on Authority. The Member-Managers shall have no authority for or on behalf of the Company to perform any act in violation of any applicable laws or regulations, nor shall the Member-Managers have any authority:

- 8.3.1. to do any act in contravention of this Agreement; or
- 8.3.2. to do any act which would make it impossible to carry on the ordinary business of the Company.

8.4. Additional Duties and Obligations of the Member-Managers.

- 8.4.1. The Member-Managers shall take all action which may be necessary or appropriate for the continuation of the Company's existence as a limited liability company under the Act. The Member-Managers shall devote to the Company such time as may be necessary for the proper performance of its duties hereunder, but neither the Member-Managers, nor any Affiliated Persons, shall be expected to devote its full time to the performance of such duties. The Member-Managers

may engage in other competing or non-competing business activities and ventures. The Member-Managers will owe no fiduciary duties to the Company, its Members, or each other as Member-Managers.

8.4.2. The Member-Managers from time to time shall prepare and file such certificates and amendments to this Agreement or the Articles of Organization of the Company and other documents as it deems necessary to reflect accurately the agreement of the Members, the identity of the Members, the Member-Managers, the amounts of their respective Capital Contributions, and any other matters required by the Act to be reflected in an amendment to this Agreement or the Articles of Organization of the Company.

8.4.3. The Member-Managers shall prepare or cause to be prepared, and shall file, on or before the due date (or any extension thereof), any federal, state, or local tax returns (if any) required to be filed by the Company. The Member-Managers shall use the Company assets to pay any taxes payable by the Company to the extent the same are not payable by any other party.

8.5. Competing Activities. The Member-Managers, Members, and their officers, directors, shareholders, partners, members, Member-Managers, agents, employees, and Affiliates may engage or invest in, independently or with others, any business activity of any type or description, including without limitation: (a) being a general partner or limited partner of any partnership, being a member of any limited liability company (whether as a managing member or otherwise), or a shareholder, officer, or director of any corporation; (b) rendering advice or services to other Persons; (c) investing their own capital and revenues or the capital and revenues of others in any fashion; and (d) those that might be the same as or similar to the Company's business and that might be in direct or indirect competition with the Company. Neither the Company nor any Member shall have any right in or to such other ventures or activities or to the income or proceeds derived therefrom. The Member-Managers shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. The Member-Managers shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to Persons other than the Company. The Members acknowledge that the Member-Managers and its Affiliates own and/or manage other businesses, including businesses that may compete with the Company and for the Member-Managers time. The Members hereby waive any and all rights and claims which they may otherwise have against the Member-Managers and their officers, directors, shareholders, partners, members, Member-Managers, agents, employees, and Affiliates as a result of any such activities.

8.6. Transactions between the Company and the Member-Managers. Notwithstanding that it may constitute a conflict of interest, the Member-Managers may, and may cause its Affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property or the rendering of any service, or the establishment of any salary, other compensation, or other terms of employment) with the Company, so long as

such transaction is not expressly prohibited by this Agreement, and so long as the terms and conditions of such transaction on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length.

8.7. Limited Liability. No person who is a Member-Manager or officer or both of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member-Manager or officer of the Company.

8.8. Performance of Duties; Liability of Member-Managers.

8.8.1. The Member-Managers shall perform their Member-ManAGERIAL duties in good faith, in a manner it reasonably believes to be in the best interests of the Company and its Members, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. With respect to all matters (including disputes with respect thereto) relating to the Company, its business, and all computations and determinations required to be made under this Agreement, the Member-Managers may rely on, and shall have no liability to the other Members or the Company if it relies on, the opinion or advice of accountants, lawyers, or consultants retained by the Company, or by the Member-Managers on behalf of the Company. The Member-Managers shall have no liabilities to any Member based on the making or revocation of any tax election. A Member-Manager who so performs the duties of the Member-Manager of the Company shall not have any liability to non-Members of the Company by reason of being or having been a Member-Manager of the Company, except for acts of fraud, bad faith, gross negligence, or breach of this Agreement by a Member-Manager. Neither the Member-Managers nor any of their Affiliates, employees, delegates, agents, successors, or assigns shall be liable to the Company or any Member for any liabilities incurred by reason of their acts or omissions in connection with the Company's business or in dealing with other Members or third parties on behalf of the Company if such acts or omissions are taken or not taken in good faith and are not finally adjudicated by a court of competent jurisdiction to constitute fraud or gross negligence by the Member-Managers or their Affiliates, employees, delegates, agents, successors, or assigns. The Member-Managers may require in all Company contracts that it will not be personally liable thereunder, and that that contracting entity must look solely to the Company and its assets to satisfy liabilities. In any case where the Member-Managers or their Affiliates, employees, delegates, agents, successors, or assigns are personally liable on Company

obligations, all liabilities incurred first must be satisfied from the assets of the Company (including any insurance).

- 8.8.2. Under no circumstances will any director, officer, shareholder, member, Member-Manager, partner, employee, agent, or Affiliate of any Member-Manager have any personal responsibility for any liability or obligation of the Member-Managers (whether on a theory of alter ego, piercing the corporate veil, or otherwise).

8.9. Compensation and Reimbursement to Member-Managers. The Member-Managers may receive reimbursement from the Company for any expenses that it has advanced on behalf of the Company that are directly attributable to the Company and the Property. The Member-Managers may incur expenses on behalf of the Company and receive reimbursement from the Company for any expenses that the Member-Managers advance on behalf of the Company.

ARTICLE 9. RIGHTS AND OBLIGATIONS OF MEMBERS

9.1. General Responsibilities. The Members which are not Member-Managers shall have no management rights and shall not interfere in the management or control of the business and affairs of the Company.

9.2. Liability of Member-Managers to the Members. The Member-Managers shall not be liable, responsible, or accountable, in damages or otherwise, to the Members or the Company for any act or omission performed or omitted by it in good faith within the scope of the authority conferred on it by this Agreement, except for acts of fraud, bad faith, or gross negligence or for damages arising from any breach of this Agreement or any other agreement between the Member-Managers and the Company. In the case of damages resulting from any breach of this Agreement or any other agreement between the Member-Managers and the Company that was not the result of gross negligence, bad faith, willful misconduct, or unlawful conduct (unless Member-Manager had no reasonable cause to believe this conduct was unlawful), a Member-Manager shall only be liable for a Member's actual damages (not including consequential, lost opportunity, or punitive damages).

9.3. Remuneration To Members. Except as otherwise specifically provided in this Agreement, no Member is entitled to remuneration for acting in the Company business.

9.4. Meetings of Members. Meetings of Members may be held at such date, time, and place within or without the State of Alaska as the Member-Managers may fix from time to time. No annual or regular meeting of Members and Member-Managers are required.

ARTICLE 10. LIMITED LIABILITY OF MEMBERS

10.1. Limited Liability. The Members shall not be personally liable for any of the debts, liabilities, obligations, or contracts of the Company, nor shall any Member be required to lend any funds to the Company. If and to the extent a Member shall have fully paid its required Capital Contributions pursuant to the terms of this Agreement, the Member shall not, except as

required by the Act or otherwise by this Agreement, be required to make any further contributions to capital of the Company.

ARTICLE 11. REPRESENTATIONS OF MEMBERS

11.1. Investment Representations. Each Member represents to the other Members and the Company, that:

- (a) Such Member has acquired or is acquiring such Member's Membership Interest as a principal, in good faith, solely for such Member's own account, for investment purposes only and, except as otherwise provided herein, not with a view to divide, resell, or distribute all or any portion thereof;
- (b) Such Member understands and acknowledges that the Membership Interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and cannot be offered for sale, sold, or otherwise transferred unless subsequently registered under the Securities Act of 1933, as amended, and applicable state laws, or unless an opinion of counsel is obtained, if requested by the Member-Managers, that registration is not required and that the transfer will not affect the Company's classification as a partnership for Federal income tax purposes;
- (c) (i) such Member has been given access to all information concerning the Company and the terms and conditions of the Membership Interest such Member is purchasing hereby; (ii) such Member and such Member's separate legal counsel have had the opportunity to fully negotiate the terms and conditions of this Agreement; (iii) such Member understands and acknowledges that the Membership Interest such Member is purchasing hereby is a speculative security and involves a high degree of risk and that no federal or state agency has made any finding or determination as to the fairness for public or private investment in, nor any recommendations or endorsement of, such Membership Interest as an investment; and (iv) such Member has such knowledge and experience in business and financial matters that such Member is capable of evaluating the merits and risks of an investment in such Membership Interest.
- (d) Each Member and the Company have requested and consent to the legal representation of the Company by JDW, LLC with respect to the formation of the Company and its subsequent operation. Each Member and the Company represent and warrant that each Member and the Company understand and acknowledge the differing interests involved in JDW, LLC's representation of the Company and its respective Affiliates. Although certain Members are, and will be in the future, clients of JDW, LLC, JDW, LLC is not representing the interests of any particular Member with respect to the formation of the Company and its subsequent operation. Accordingly, there is no attorney-client privilege or duty of loyalty between JDW, LLC and any Member in connection with the formation of the Company and its subsequent operation. Each Member has been advised to obtain independent legal counsel with respect to the Member's investment in the

Company. JDW, LLC may rely upon the representations, warranties, and agreements set forth in this Section 11.1(d).

- (e) The representations, warranties, and covenants set forth in this Agreement shall survive the execution and delivery of this Agreement.

ARTICLE 12. TRANSFERS OF COMPANY INTERESTS

12.1. Limitations on Transfer of Member Interest. Except for transfers to another Member of the Company with the prior written consent of the Member-Managers, a Member may not, without the approval of the Member-Managers, which approval shall not be unreasonably withheld by the Member-Managers, (i) withdraw or resign from the Company; (ii) terminate its interest in the Company; (iii) transfer its interest in the Company; (iv) substitute an Assignee in its place; or (v) cause an Assignee of the whole or any portion of the Member's interest in the Company to become a Substitute Member in its place.

12.2. Nonrecognition of Certain Transfers. Notwithstanding any other provision of this Agreement, the Company may elect not to recognize or treat as effective any transfer, sale, alienation, assignment, encumbrance, or other disposition in contravention of any of the provisions of this Article 12, and any such transfer, sale, alienation, assignment, encumbrance, or other disposition shall be void ab initio and ineffective and shall not bind or be recognized by the Company if the Company so elects.

12.3. Substitute or Additional Members; Amendment of Agreement. Upon the admission of a Substitute Member or additional Member, this Agreement shall be amended to reflect such admission and the elimination or reduction of the transferring Member's interest in the Company. A Substitute Member shall succeed to the Capital Account of the transferring Member, or the portion thereof transferred.

12.4. Allocation of Net Profits and Net Losses Upon Transfers. If a transfer or assignment of an interest in the Company occurs during any Fiscal Year, Profits and Losses, each item thereof, and all other items attributable to such interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the Fiscal Year in accordance with Section 706(d) of the Code, using any conventions permitted by law and selected by the Member-Managers. The Member-Managers and the Company shall incur no liability for making allocations and distributions pursuant to this Section 12.4, whether or not the Member-Managers or the Company have knowledge of any transfer or assignment of ownership of any interest in the Company.

12.5. Waiver of Partition. No Member shall, either directly or indirectly, take any action to require partition or appraisal of the Company, or of any of its assets or properties, or cause the sale of any Company property. Notwithstanding any provisions of applicable law to the contrary, each Member (and its successors or assigns) hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale with respect to that Member's Company interest, or with respect to any assets or properties of the Company, except as expressly provided in this Agreement.

ARTICLE 13. DISSOLUTION AND WINDING UP

13.1. Events of Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up, upon the first to occur of any of the following events:

- 13.1.1. Upon the unanimous approval in writing by all Members; or
- 13.1.2. The sale, transfer, or other disposition of all or substantially all of the assets of the Company.

Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided herein.

13.2. Winding Up. Upon dissolution of the Company, the Company's independent certified public accountant shall take full account of the Company's liabilities and property, and the property shall be liquidated as promptly as is consistent with obtaining the fair market value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

- 13.2.1. FIRST - To the payment and discharge of all of the Company's debts and liabilities, including the establishment of any necessary reserves;
- 13.2.2. SECOND - To the return of any Adjusted Contribution Account in proportion to each Member's Adjusted Contribution Account as a portion of all Adjusted Contribution Accounts, until each Member's Adjusted Contribution Account has been reduced to \$0;
- 13.2.3. THIRD - To the Members with positive Capital Accounts in proportion to each Member's positive Capital Accounts, until each Member's Capital Account has been reduced to \$0; and
- 13.2.4. THEREAFTER - The balance, if any, to the Members, in proportion to their respective Percentage Interests.

13.3. No Requirement to Restore Deficit in Capital Account. Nothing contained in this Agreement shall be construed to require any Member to restore any deficit in such Member's Capital Account.

13.4. Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of its Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company. No Member shall have priority over any other Member as to the return of such Member's Capital Contributions, distributions, or allocations unless otherwise provided in this Agreement.

ARTICLE 14. CONSEQUENCES OF DISSOLUTION EVENT OF MEMBER

14.1. Dissolution Event. Upon the occurrence of any Dissolution Event with respect to a Member, the Company, and/or other Members, shall have the right to purchase, and if such right is exercised, the Member whose actions or conduct resulted in the dissolution event ("Former Member") or such Former Member's legal representative shall sell, the Former Member's Membership Interest as provided in this Section 14.

14.2. Purchase Price. The purchase price for the Former Member's Membership Interest shall be the Capital Account balance of the Former Member as adjusted; provided, however, that if the Former Member, such Former Member's legal representative, or the Company deems the Capital Account balance to vary from the fair market value of the Former Member's Membership Interest by more than ten percent (10%), such party shall be entitled to require an appraisal. In such event, the value of the Former Member's Membership Interest shall be determined by three (3) independent appraisers, one (1) selected by the Former Member or such Former Member's legal representative, one (1) selected by the Company, and one (1) selected by the two (2) appraisers so named. If the Former Member fails to appoint an appraiser within ten (10) days after the requested transfer, the value of the Former Member's Membership Interest shall be determined by the Company's appraiser. The fair market value of the Former Member's Membership Interest shall be the average of the two (2) appraisals closest in amount to each other. If the fair market value is determined to be within ninety-five percent (95%) of the Capital Account balance, the party requesting such appraisal shall pay all expenses of all the appraisals incurred by the party offering to enter into the transaction at the Capital Account valuation. In all other events, the party requesting the appraisal shall pay fifty percent (50%) of such expense and the other party shall pay the remaining fifty percent (50%) of such expense. Notwithstanding the foregoing, if the Dissolution Event results from a breach of this Agreement by the Former Member, the purchase price shall be reduced by an amount equal to the damage suffered by the Company or the other Members as a result of such breach. For the purposes of this Section, the fair market value of a Former Member's Membership Interest shall be deemed to be the fair market value of the Company as a going concern, taking into account the Company's assets and liabilities, multiplied by the Membership Percentage of the Former Member.

14.3. Notice of Intent to Purchase. Within thirty (30) days after the fair market value of the Former Member's Membership Interest has been determined in accordance with Section 14.2, the other Members shall notify the Member-Managers in writing of his or her desire to purchase a portion of the Former Member's Membership Interest. The failure of any of the other Members to submit a notice within the applicable period shall constitute an election on the part of the Member not to purchase any of the Former Member's Membership Interest. Each other Member so electing to purchase shall be entitled to purchase a portion of the Former Member's Membership Interest in the same proportion that the Percentage Interests of the other Member bears to the aggregate of the Percentage Interests of all of the other Members electing to purchase the Former Member's Membership Interest.

14.4. Election to Purchase Less Than All of the Former Member's Membership Interest. If any other Member elects to purchase none or less than all of his or her pro rata share of the Former Member's Membership Interest, then the other Members can elect to purchase

more than their pro rata share. If the other Members fail to purchase the entire Membership Interest of the Former Member, the Company may purchase any remaining share of the Former Member's Membership Interest.

14.5. Payment of Purchase Price. The total purchase price for the Former Member's Membership Interest shall be paid in cash at the closing by the Company or the other Members, as the case may be.

14.6. Closing of Purchase of Former Member's Membership Interest. The closing for the sale of a Former Member's Membership Interest pursuant to this Article 14 shall be held at the principal office of the Company no later than sixty (60) days after the determination of the purchase price, except that if the closing date falls on a Saturday, Sunday, or legal holiday, then the closing shall be held on the next succeeding business day. At the closing, the Former Member, or such Former Member's legal representative, shall deliver to the Company or the other Members an instrument of transfer (containing warranties of title and no encumbrances) conveying the Former Member's Membership Interest. The Former Member or such Former Member's legal representative, the Company, and the other Members shall do all things and execute and deliver all papers as may be necessary to consummate the sale and purchase in accordance with the terms and provisions of this Agreement.

14.7. Purchase Terms Varied by Agreement. Nothing contained herein is intended to prohibit Members from agreeing upon other terms and conditions for the purchase by the Company or any Member of the Membership Interest of any Member in the Company desiring to retire, withdraw, or resign, in whole or in part, as a Member.

ARTICLE 15. INDEMNIFICATION AND INSURANCE

15.1. Indemnification of Agents. The Company shall indemnify and defend any Person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding by reason of the fact that he or she is or was a Member, a Member-Manager, officer, employee, or other agent of the Company or that, being or having been such a Member, Member-Manager, officer, employee, or agent, he or she is or was serving at the request of the Company as a Member-Manager, director, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (all such persons being referred to hereinafter as an "agent"), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit.

15.2. Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as an agent, whether or not the Company would have the power to indemnify such Person against such liability under applicable law.

ARTICLE 16. POWER OF ATTORNEY

16.1. Member-Managers as Attorney-In-Fact. In the event a Member is unreachable by reasonable means, each Member hereby makes, constitutes, and appoints the Member-

Managers and each successor Member-Manager, with full power of substitution and resubstitution, such Member's true and lawful attorney-in-fact for such Member and in such Member's name, place, and stead and for such Member's use and benefit, to sign, execute, certify, acknowledge, swear to, file, and record: (a) this Agreement and all agreements, certificates, instruments, and other documents amending or changing this Agreement as now or hereafter amended which the Member-Managers may deem necessary, desirable, or appropriate including, without limitation, amendments or changes to reflect (i) the exercise by the Member-Managers of any power granted to it under this Agreement; (ii) any amendments adopted by the Members in accordance with the terms of this Agreement; (iii) the admission of any new Member in accordance with the terms and conditions of this Agreement; and (iv) the disposition by any Member of such Member's Percentage Interest in the Company; and (b) any certificates, instruments, and documents as may be required by, or may be appropriate under, the laws of the State of Alaska. Each Member authorizes such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in connection with the foregoing as fully as such Member might or could do personally, and hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done.

16.2. Nature as Special Power. The power of attorney granted pursuant to this Section 16:

- (a) is a special power of attorney coupled with an interest and is irrevocable;
- (b) may be exercised by any such attorney-in-fact by listing the Members executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Members; and
- (c) shall survive the death, disability, legal incapacity, bankruptcy, insolvency, dissolution, or cessation of existence of a Member and shall survive the delivery of an assignment by a Member of the whole or a portion of such Member's interest in the Company, except that where the assignment is of such Member's entire interest in the Company and the assignee, with the consent of the Member-Managers, is admitted as a Substitute Member, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

ARTICLE 17. ARBITRATION

17.1. Arbitration. In the event of any dispute, claim or controversy among the Members arising out of or in any way relating to this Agreement or the Company or its assets, whether in contract, tort, equity, or otherwise, and whether relating to the meaning, interpretation, effect, validity, performance, or enforcement of this Agreement or any matter relating to the Company, or its assets, such dispute, claim, or controversy shall be resolved by and through an arbitration proceeding before a single Arbitrator to be conducted under the auspices and the commercial arbitration rules of the American Arbitration Association (or any

like organization successor thereto). The arbitrability of such dispute, claim, or controversy shall likewise be determined in such arbitration. Such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. Both the foregoing agreement of the parties to arbitrate any and all such disputes, claims, and controversies, and the results, determinations, findings, judgments, and/or awards rendered through any such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings.

17.2. Procedure. Such arbitration may be initiated by written notice from any party to another party setting forth a demand for arbitration and detailing with specificity the nature of the dispute, claim, or controversy to be arbitrated (the "Arbitration Notice"). The Arbitration Notice must include not only the general nature of the dispute, claim, or controversy, but also the specific facts that support its contentions. The Arbitration Notice should refer to the specific provisions of this Agreement that the party contends to be breached, describe the nature of the breach, and refer to the specific provisions of any statute that the party contends to have been violated. Time is of the essence of this arbitration procedure, and the Arbitrator shall be instructed and required to render his or her decision within ten (10) days following completion of the arbitration.

17.3. Discovery Rules. The parties and Arbitrator shall have all of the rights and duties relating to discovery provided by the State of Alaska Rules of Civil Procedure, as amended, which are incorporated in this Agreement, by reference, except that the Arbitrator shall have the right to disapprove or to limit any discovery which such Arbitrator deems to be for purposes of delay or otherwise to be unnecessarily burdensome or oppressive.

17.4. Qualifications of Arbitrator. The Arbitrator in any such arbitration shall, insofar as is practicable, be an attorney who, for a continuous period of not less than ten (10) consecutive years immediately prior to the issuance of the notice in Section 17.2 hereof (i) has been admitted and engaged in the active practice of law, and (ii) has devoted at least one-half of his legal practice to matters of real estate, corporate, and/or agricultural law, and/or working with municipal regulations.

17.5. Selection of Arbitrator. The parties shall seek to agree on a single Arbitrator meeting the qualifications set forth in Section 17.4 hereof. If the parties fail to reach agreement on a single Arbitrator within ten (10) days of the notice set forth in Section 17.2 hereof, then the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

17.6. Governing Law. The Arbitrator shall follow any applicable federal law and Alaska law (with respect to all matters of substantive law) in rendering an award.

17.7. Opportunity to Present Evidence. Prior to rendering his or her determination or award, the Arbitrator shall afford each party an opportunity to express its views as to the proper determination of the matters under arbitration, orally or in writing, as the Arbitrator may deem appropriate; provided, however, that (i) any party submitting written material shall be required to submit a copy of that material to the other party who shall have the opportunity to submit a written reply to that material within ten (10) days, and (ii) if any party is to submit oral

statements, the other party shall be afforded a reasonable opportunity to be present at the time at which these oral statements are made before the Arbitrator and to reply orally.

17.8. Arbitration Procedure. The parties shall follow the following procedure in conducting the arbitration:

- 17.8.1. Within fifteen (15) days of the selection of the Arbitrator, the responding party must answer in writing the complaint set forth in the notice referred to in Section 17.2 hereof.
- 17.8.2. Trial of the arbitration shall commence within thirty (30) days of the delivery of the notice referred to in Section 17.2 hereof unless the parties agree in writing to extend this time period, or the Arbitrator, for good cause, extends the time for commencing trial.
- 17.8.3. Prior to beginning of the trial, the parties shall prepare a joint statement of stipulated facts, which statement shall include all relevant facts upon which there is no dispute. This statement shall be submitted to the Arbitrator for his or her use, and shall be binding upon the parties and the Arbitrator. This statement shall be submitted to the Arbitrator no more than five (5) days before the first day of trial.
- 17.8.4. The parties may, if they wish, submit trial briefs to the Arbitrator. If a party desires to submit a trial brief, it shall do so no later than five (5) days prior to the first day of trial. The parties may supplement trial briefs by argument and supplemental points and authorities ten (10) days following the trial.
- 17.8.5. At least ten (10) days prior to the first day of trial, the parties shall exchange lists of expert witnesses that they expect to call at trial. At least five (5) days prior to the first day of trial, the parties shall exchange lists of the exhibits that they expect to introduce and the non-expert witnesses that they expect to call at trial.

17.9. Experts Engaged by Arbitrator. The Arbitrator may, at his or her discretion and at the expense of the party who will bear the cost of the arbitration, employ expert(s) to assist the Arbitrator in his or her determination.

17.10. Costs of Arbitration. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, actual attorneys' fees and costs), shall be borne by the unsuccessful party, or at the discretion of the Arbitrator, may be prorated among the parties in such proportion as the Arbitrator determines to be equitable, and shall be awarded as part of the Arbitrator's judgment.

17.11. Indemnification of Arbitrator. The parties agree to indemnify the Arbitrator and any experts employed by the Arbitrator, and to hold them harmless from and against any claim or demand arising out of any arbitration under this Agreement, unless resulting from the willful misconduct of the person indemnified.

17.12. Venue and Jurisdiction. Any and all legal proceedings to enforce this Article 17 (including any action to compel arbitration hereunder, or to enforce any award or judgment rendered therein) shall be governed by the provisions of Sections 17.6 and 17.10 hereof.

17.13. Waiver of Trial By Jury. The parties waive their right to trial by jury in any arbitration conducted under this Article 17.

17.14. Award. The Arbitrator's award may include compensatory damages and/or equitable remedies; provided, however, the Arbitrator shall not have the power to make any award of exemplary punitive damages.

17.15. Exclusive Remedy. The parties agree that arbitration as set forth above shall be the sole means of resolving any disputes, claims, and controversies among them arising out of this Agreement.

17.16. Survival. This arbitration clause shall survive the termination of this Agreement.

17.17. Consolidation and Joinder. The parties agree that any arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if:

- 17.17.1. Any party requests the addition of such person;
- 17.17.2. The requesting party reasonably believes the addition of such person to be necessary to the resolution of the dispute among the parties; and
- 17.17.3. The additional person is a party to a contract with the requesting party, which contract contains the agreement of such additional party to be bound by the arbitration provisions of this Agreement.

ARTICLE 18. MISCELLANEOUS

18.1. Notices. Any and all notices, consents, offers, elections, and other communications required or permitted under this Agreement shall be deemed adequately given only if in writing. Notices shall be delivered either in hand or by mail, Federal Express, or similar expedited commercial carrier, which provides evidence of delivery, and shall be addressed to the recipient of the notice, postpaid and registered, or certified with return receipt requested (if by mail), or with all freight charges prepaid (if by Federal Express or similar carrier). All notices, demands, and requests to be sent hereunder shall be deemed to have been given for all purposes of this Agreement upon actual receipt or three (3) days after sent by mail as above provided.

All such notices, demands, and requests to the Company shall be addressed to:

Mr. Michael Emers
PO BOX 181
Ester, Alaska 99725

with a copy to:

Jana D. Weltzin, Esq.
JDW, LLC
3003 Minnesota Drive, Suite 201
Anchorage, Alaska 99503

All such notices, demands, and requests to the Members shall be addressed to their address as listed on Exhibit “A” or on any joinder or subscription documents.

By giving to the other parties written notice thereof, the parties and their respective heirs, successors, and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses effective upon receipt by the other parties of such notice, and each shall have the right to specify as its address any other address within the United States of America.

18.2. Word Meanings. The words such as “herein”, “hereof”, and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. Unless otherwise indicated, Section references refer to sections of this Agreement. “Parties” refers to the parties to this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

18.3. Binding Provisions. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and assigns of the respective parties.

18.4. Other Businesses of Members. Neither the Company nor any Member shall have any rights or obligations, by virtue of this agreement or the business relationship established hereby, in or to any independent ventures of any nature or description, or the income or profits derived therefrom, in which a Member may engage, including, without limitation, the ownership, operation, management, syndication, and development of other real estate, assets, or businesses. Neither the Company nor the other Members (nor any of their Affiliates) will have any obligation to refrain from competing with the Company or any other Member, or to offer any right of participation or co-ownership in such other properties.

18.5. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska. In the event of a conflict between any provision of this Agreement and any non-mandatory provision of the Act, the provision of this Agreement shall control and take precedence.

18.6. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable, and legal.

18.7. Article and Section Titles. Article and Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

18.8. Further Assurances. The Members shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

18.9. Indemnification of Members. To the extent permitted by law and by this Agreement, the Members shall be entitled to be indemnified by the Company for out of pocket costs and expenses incurred by them in the proper performance by them of their duties under this Agreement, or the exercise of their rights to take action on behalf of the Company.

18.10. Consent to Jurisdiction. Subject to the arbitration provisions of Article 17, the Members consent to the personal jurisdiction and venue of the federal and state courts of the State of Alaska, and agree that service of process may be made upon any Member by certified mail, return receipt requested, or in any other manner permitted by law. Each Member agrees not to assert in any action brought in any such court that such action is brought in an inconvenient forum, or otherwise make any objection to venue or jurisdiction.

18.11. Amendments. This Agreement may be amended from time to time by a written instrument or agreement executed by all the Members; provided, however, that the Member-Managers shall be permitted to amend this Agreement without the written consent or agreement of any of the Members to: (i) correct typographical or grammatical errors in this Agreement; (ii) add, modify, or amplify specific provisions of this Agreement to comply with applicable law, including, but not limited to, the Act, the Code, and the Regulations; and (iii) comply with the requirements of any lender to the Company; provided that no such changes undertaken by the Member-Managers, without the consent and agreement of all Members, shall (x) modify or change the Percentage Interests, or (y) modify or change the voting rights of Members.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

RCFC, LLC:

Michael Emers, its Member-Manager

Joan Hornig, its Member-Manager

EXHIBIT "A"

(As of the ____ day of _____, 2016)

<u>Member Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Additional Capital Contributions</u>	<u>Percentage Interest</u>
Joan Hornig Member-Manager PO Box 181 Ester, AK 99709	\$_____	\$_____	50.00%
Michael Emers Member-Manager PO Box 181 Ester, AK 99709	\$_____	\$_____	50.00%
<u>Totals</u>	<u>\$_____</u>	<u>\$_____</u>	<u>100%</u>

EXHIBIT “B”

**RCFC, LLC
Joinder to Operating Agreement**

The undersigned hereby agrees to be bound as a Member of RCFC, LLC, an Alaska limited liability company (the “Company”), by all of the terms and conditions of that Operating Agreement of the Company dated as of the ____ day of _____, 2016, as amended to date and attached hereto as Exhibit “A” (the “Operating Agreement”). All capitalized words and terms used herein but not otherwise defined shall have the meanings given to such words and terms in the Operating Agreement.

The undersigned acknowledges and agrees that this Joinder to Operating Agreement shall not be deemed accepted, nor shall the undersigned be admitted to the Company as a Member, until this Joinder to Operating Agreement is accepted and approved by the Managers in the space provided below.

The undersigned certifies the following information with respect to the undersigned:

Name: _____
Address: _____

The undersigned hereby represents and warrants to the other Members, JDW, LLC, counsel for the Company, and the Company that:

- (a) The undersigned is acquiring an equity interest in the Company as a principal, in good faith, solely for the undersigned’s own account, for investment purposes only and not with a view to divide, resell, or distribute all or any portion thereof;
- (b) The undersigned understands and acknowledges that equity interests in the Company have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and cannot be offered for sale, sold, or otherwise transferred unless subsequently registered under the Securities Act of 1933, as amended, and under applicable state laws, or unless an opinion of counsel is obtained, if requested by the Member-Managers of the Company, that registration is not required and that the transfer will not affect the Company’s classification as a partnership for Federal income tax purposes;
- (c) (i) the undersigned has been given access to all information concerning the Company and the terms and conditions of equity interest in the Company the undersigned is purchasing; (ii) the undersigned and the undersigned’s separate legal counsel have had the opportunity to fully negotiate the terms and conditions of this Agreement; (iii) the undersigned understands and acknowledges that the

equity interest in the Company the undersigned is purchasing is a speculative security and involves a high degree of risk and that no federal or state agency has made any finding or determination as to the fairness for public or private investment in, nor any recommendations or endorsement of, such equity interest as an investment; (iv) the undersigned has such knowledge and experience in business and financial matters that the undersigned is capable of evaluating the merits and risks of an investment in such equity interest; and (v) the undersigned (and each equity owner of the undersigned that is a corporation, partnership, or limited liability company) is an “accredited investor” under Regulation D.

The undersigned represents and warrants that it has received and reviewed all information it deems necessary in connection with making an investment in the Company and covenants and agrees to hold the Company and all other Members harmless from any claim by the undersigned or its equity owners that they were not made aware of certain facts or otherwise were misled in making an investment in the Company.

For all purposes of the Operating Agreement, the undersigned covenants and agrees to be bound by the Power of Attorney provisions contained in Article 16 of the Operating Agreement.

By signing below, the undersigned (i) confirms that the information contained in this Joinder to Operating Agreement is accurate and complete, (ii) agrees to be bound by the terms of the Operating Agreement, (iii) upon acceptance and approval by the Member-Managers as provided below, joins in the execution of the Operating Agreement by joinder, and (iv) requests that the records of the Company reflect the undersigned’s admission to the Company as a Member.

All representations, warranties and covenants set forth in this Joinder to Operating Agreement shall survive the execution and delivery of this Agreement.

Signed: _____

By: _____

Date: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____, a(n) _____, on behalf of the _____.

Notary Public

My Commission Expires: _____

SIGNED:

Michael Emers, Member-Manager

Date: _____

Joan Hornig, Member-Manager

Date: _____

ACCEPTANCE AND APPROVAL

The Company and the Member-Managers hereby accept the above Joinder to Operating Agreement and hereby admit the person signing above as a Member in the Company (i) upon the terms and subject to the conditions of the Operating Agreement, and (ii) upon receipt of the Initial Capital Contribution set forth on the attached Exhibit "A".

RCFC, LLC, an Alaska limited liability company

By: _____

Name: _____

Its: _____

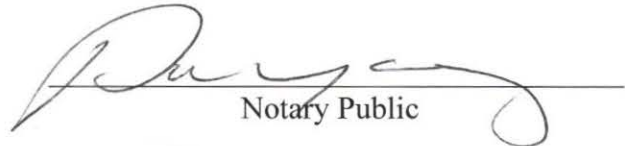
EXHIBIT “C”

LEGAL DESCRIPTION OF THE PROPERTY

ACKNOWLEDGMENT

STATE OF AK)
) SS:
COUNTY OF 4th)

The foregoing instrument was acknowledged before me this 29 day of April, 2016, by Joan Horig? Michael, the _____ of _____, a(n) Emers, on behalf of the _____.


Notary Public

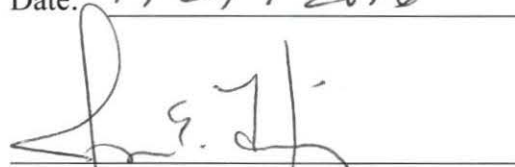
My Commission Expires: 12-1-2016



SIGNED:


Michael Emers, Member-Manager

Date: 4/29/2016


Joan Horig, Member-Manager

Date: 4/29/16



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:	RCFC LLC.	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Michael J Emers
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐☒

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.

MJE

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

MJE

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

MJE

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.

MJE

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.

MJE

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.

MJE

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).

MJE

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

MJE

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.

MJE

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.

MJE

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

MJE

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.

MJE



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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.

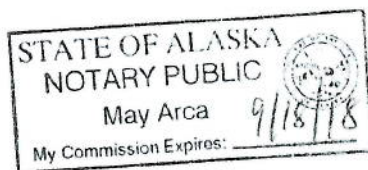
☒ MJE


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 11th day of March, 2016.




Notary Public in and for the State of Alaska.
My commission expires: 9/18/18



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:	RCFC LLC.	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Joan E Hornig
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐☒

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.

JEH

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

JEH

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

JEH

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.

JEH

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.

JEH

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.

JEH

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).

JEH

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

JEH

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.

JEH

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.

JEH

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

JEH

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.

JEH



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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.

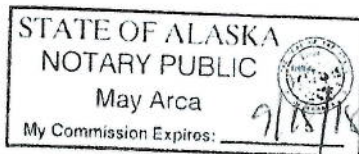
JEH

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 14th day of March, 2016.



Notary Public in and for the State of Alaska.

My commission expires: 7/15/18



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:	RCFC LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Mailing Address:	P.O. Box 181				
City:	Ester	State:	ALASKA	ZIP:	99725

Primary Contact:	Michael Emers				
Main Phone:	907-479-3642	Cell Phone:	907-347-1800		
Email:	mike@rosiecreekfarm.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:

All restricted access areas will be protected by an eight (8) foot perimeter security fence. As required by 3 AAC 306.710, any and all portions of the Farm where cannabis is handled, packaged, cured, grown, and stored is a restricted access area. The Farm has fenced in the entire area where any of these activities will take place. The Farm will post several large signs on the fenced perimeter identifying the entire area as a "Restricted Access Area- Visitor Must be Escorted by Authorized Personnel Only".

The fence is a steel game fence of 12.5 gauge, galvanized steel with six-inch square mesh. The line-posts are 2 3/8 inch diameter steel at twenty-foot intervals and corner and gate-posts are 2 1/4 inch steel. All posts are sunk four-feet deep into the ground. The fence is of the same specifications as the Large Animal Research Center at the University of Alaska, Fairbanks. The fence will be equipped with motion sensors and only authorized personnel will gain access.

Gate entrances will have Grade 1 locks, the strongest and most durable, which are typically recommended for use in high traffic areas of commercial buildings. Grade 1 locks are often referred to as "heavy duty" locks. Gates with entrance and exit access to property will also be monitored with GE Vibration & Shock Detectors that will trip the alarm system in the event a series are activated. The system will be active when alarm has been armed. Video surveillance will also be utilized heavily at the gate entrances, recording continuously, monitored via equipment located on the Farm and via electronic mobile devices for identification purposes and to protect the Farm from break-ins, unauthorized entry, and prevent diversion of marijuana product.

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

All Visitors must be pre-approved by management prior to their arrival at the Farm. Any non-management approved Visitor will be asked to promptly leave the premises and law enforcement will be alerted if a Visitor is found on the premise without management approval.

Pursuant to 3 AAC 306.710, the Farm will never allow a group of visitors on the premises in an amount over five (5) visitors per authorized employee supervision at a time. Visitors must present a valid state or federal I.D prior to entering the licensed premises (i.e., State Driver's License, State issued I.D. Card, Governments I.D. card, and/or USA passport). All valid IDs must be unaltered, no other documents will be sufficient to gain access to a restrict access area. Any visitor must be over the age of 21 years of age in the restricted access area – there is absolutely no exception to this requirement.

Prior to entry into restricted areas, farm visitors will be entered into the "Visitor Logbook". All visitors will be issued a temporary badge that will be visible at all times prior to entering any restricted access area. A farm staff member who is qualified for escorting visitors will escort all farm visitors. The farm escort will maintain visual contact with farm visitors at all times. Visitors will be required to remain with their assigned employee/agent at all times. Any breach of the Farm's policy or State regulations will result in immediate removal out of the restricted access area.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

All Visitors will be required to sign in and out on a sign in log, with the time, date, amount of time spent at location, and such log shall be maintain and kept as a business record, accessible to the MCB upon request.

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

A sample identification badge is attached in a separate file. It will contain the following:

- A color photo of the employee
- Job Title
- Rosie Creek Farm Logo



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:

Rosie Creek Farm is an outdoor cultivation operation in operation in the summer months where lighting is not an issue. The cameras in use for our security operations are also able to perform in low light conditions. Nevertheless, security lighting is very important for employee safety and to deter entrance into restricted areas by unauthorized individuals. Therefore, the outside of the fenced perimeter and key buildings will be adequately lit to facilitate monitoring of all activities adjacent to the fence and buildings.

The Farm will install LED motion detector floodlights at all three gates on the security fence and above the entrances to all greenhouses and buildings in the farm compound. In addition, there will be motion detector LED floodlights pointing inwards at the corners of the restricted areas of both the outdoor cultivation area and inside the high-tunnels where marijuana is grown so as to provide for employee safety and to deter unauthorized persons.

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

The Farm will contract with a third party alarm system and monitoring company, Valkyrie Security and Asset Protection, Inc., to provide and install all alarm system equipment. The security alarm system will be monitored by the alarm company at a central location 24 hours per day, 7 days a week to detect unauthorized intrusion and notify local law enforcement, if needed. The alarm system will monitor all points of entry, curing area for cannabis, trimming area, and storing area to prevent diversion of the product. Any unauthorized intrusion or attempted intrusion will send an automatic, electronic alert to law enforcement. A key pad will be located at entry of the fenced perimeter for authorized managers, and remote operability will be available for owners and law enforcement officers, including MCB Enforcement Officers.

Owners, operators and managers will be educated on the security and alarm systems by the security and alarm systems installers themselves. Education on the security and alarm systems will include: proper use, troubleshooting, police response, measures, and controls.

The alarm system will exist on all exterior gates and doors of farm structures; the Farm will have the following systems and equipment installed or a comparable version of such system and/or equipment:

- a. Honeywell Intrusion security package installed consisting of the following equipment: 2- 6148 Keypads (located in the security shed and an outdoor location), Aurora PIR, Wave2 2-Tone Sounder, 467 Battery, 620 Jack and 621 Cord.
- b. 5 Honeywell Sensors.
- c. Zone Expanders will be utilized for the size and scope of security plan.

Security system will be monitored by a third party monitoring agency 24/7. In the event of an alarm activation local law enforcement and the business owner will be notified. Additionally, the licensee or applicant will have added interior motion detectors, panic/duress buttons and remote wireless panic devices on the licensed area.

Each area of the Farm will have redundant security features that will ensure the constant monitoring of all activity that occurs. Our priority is to ensure that all Farm staff are safe in their workplace and that product diversion is impossible under all circumstances. Valkyrie Security and Asset Protect Inc. has been contracted to provide the following security operating plan.

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 system will be monitored by a third party agency that will monitor the system 24 hours a day, 7 days a week. During non-business hours monitoring of all devices within the system will be active and monitored. In the event of a security breach of the license premises, the alarm signal will be initiated and will be received by the monitoring center who will notify security, local law enforcement and the licensee.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

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

A licensee, employee or agent with a visitor/customer will not allow more than one product type out for review or transportation at any time. All products will be secured in locking cases or storage areas away from visitors/customers if applicable. Locked cases and storage areas will be monitored by video surveillance and considered restricted access areas and treated as such.

Describe your policies and procedures for preventing loitering:

Security and Farm staff will perform routine but unscheduled patrols around the entire perimeter of the Farm. Loiterers will be asked to leave when discovered and law enforcement will be called if continued loitering persists.

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:

- (1) Motion detectors and shock sensors are utilized for after hours monitoring of the licensed premises.
- (2) Duress and panic switches are easily accessible to facilitate a response by public safety and security in an efficient manner and will be utilized by licensee, employees and agents during business hours. These devices are silent alarms and will be activated in the event of a security breach in progress such as robbery, or in the event of an assault on the premises.
- (3) All key pads will be programmed with a silent medical and fire duress option to alert medical personnel or fire fighters in the event of a medical emergency or fire.
- (4) Any use of the duress or panic buttons will notify the monitoring center by silent alarm, giving the appropriate agency information that a security breach is in progress and to use extreme caution when approaching.



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:

The licensee, all Farm employees shall assist in any way to help law enforcement by providing detailed descriptions of person/persons and events leading up to the breach in security. The licensee, employees and agents shall protect and preserve any evidence or area where the breach occurred, restricting access to the area and not disturb or tamper with anything until law enforcement arrives, and then only at the direction of law enforcement.

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

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Clearly and accurately displays the time and date

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

☒ ☐



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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:

All security cameras will be positioned in such a manner as to get the most identifiable view of anyone within 20 feet of their line of sight at each entrance and along the exterior and interior fence. Cameras will be placed at a height of 12 feet to insure unobstructed viewing of all product, plants and persons insuring all are captured on a maximum clear sight picture. Each camera will be placed in a manner that produces a clear view of any person inside the licensed premises, and within 20 feet of each entrance of the license premises on the exterior of the fenced perimeter and interior of the perimeter. Cameras will be placed in a manner among the cultivation area, unobstructed, so that the plants are all viewable via the camera. Cameras will also be placed within the trimming and processing area, curing area, and in the designated cannabis waste processing area to ensure there is no diversion of the product.

All security cameras will be positioned in such a manner as to get the best facial image of anyone within view. All cameras will have a recording resolution of at least 1920x1080-2560x1920 5mp, and will have the ability to see at night using infrared technology for night-time recordings.

The security cameras recording footage shall be kept and stored for at least 40 days in an easily viewable format and shall be available for review at the request of the MCB. The digital video recorder (DVR) and will be available to the Division and local law enforcement upon request. Footage from security cameras will be accessible remotely, allowing owners, officers and managers to view operations from anywhere. A central station monitoring service will also monitor security camera recordings remotely, 24 hours a day, and notify law enforcement if needed. During a power outage all video cameras and recording equipment will be run on emergency power with a battery backup system to ensure that they will continue to operate for at least 1 hour. A failure notification system will be installed to provide audible and visual notification of any failure in the electronic monitoring system. Any time a camera fails, a loud, beeping notification and a visual alert of the camera screen going black will alert cultivation agents of the failure.

Pursuant to 3 AAC 306.720(e), all recordings and images must also include the accurate time and date of the recorded image, in order to ensure authenticity. The recording equipment will be stored in a secured locked area, accessible only to the owners of the Farm, law enforcement, peace officers and the MCB enforcement officers.

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:

All security and surveillance equipment will be secured behind an access controlled secure door within the licensed premises. To prevent unauthorized access the proximity reader will have restricted programming which will only allow the licensee or an authorized agent into the room. The secure room will also have cameras inside and out with overlapping fields of view, as well as tamper resistant housings. All recording devices, power supplies and control equipment will also be locked by password or housing to prevent tampering. For further clarification see attached JVSG camera design.

Pursuant to 3AA306.720(b) Surveillance recording equipment and video surveillance records must be housed in a locked and secure area or in a lock box, cabinet, closet or other secure area that is accessible only to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board. A marijuana establishment may use an offsite monitoring service and offsite storage of video surveillance records as long as security requirements at the offsite facility are at least as strict as onsite security requirements as described in this section:

The security shed, housing all supporting security and camera equipment will be insulated and temperature controlled to insure the integrity of all security-supported hardware for the licensed facility:

- The single entry point will have Access control supported with LED (green-yellow-red) and buzzer options.
- Within the Security shed, there will be a Vivotek USA Inc. FE818/81V Fisheye Network Camera (or comparable equivalent product).
- Outside the security shed entrance point will be a Vivotek IB8369 Bullet Network Camera designed for diverse outdoor applications (or comparable equivalent product). Equipped with a 2MP sensor enabling viewing resolution of 1920x1080 at a smooth 30 fps or comparable equivalent product. The camera is capable of capturing high quality and high resolution video up to 2 Megapixel. For protection against harsh outdoor environments, the camera is encased in an IP66-rated housing and weather-proof casing to withstand rain and dust.

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

☒ ☐



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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

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A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment

☒ ☐

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

☒ ☐

Records related to advertising and marketing

☒ ☐

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

☒ ☐

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

☒ ☐

All records normally retained for tax purposes

☒ ☐

Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed

☒ ☐

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

☒ ☐



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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:

1. Policy and Purposes

This Policy represents the policy of Rosie Creek Farm (the "Farm") with respect to the retention and destruction of documents and other records, both in hard copy and electronic media (which may merely be referred to as "documents" in this Policy). Purposes of the Policy include (a) retention and maintenance of documents necessary for the proper functioning of the Farm as well as to comply with applicable legal requirements, including, but not limited to 3 AAC 306.755; (b) destruction of documents which no longer need to be retained; and (c) guidance for the Ownership, management, and staff and other constituencies with respect to their responsibilities concerning document retention and destruction.

2. Administration

2.1 Responsibilities of the Administrator. The Farm's Owners shall be the administrator ("Administrator") in charge of the administration of this Policy. The Administrator's responsibilities shall include supervising and coordinating the retention and destruction of documents pursuant to this Policy and particularly the Document Retention Schedule included below. The Administrator shall also be responsible for documenting the actions taken to maintain and/or destroy Farm documents and retaining such documentation. The Administrator may also modify the Document Retention Schedule from time to time as necessary to comply with law, local ordinances, and the MCB control regulations, and/or to include additional or revised document categories as may be appropriate to reflect the Farm's policies and procedures.

3. Suspension of Document Destruction; Compliance. The Farm becomes subject to a duty to preserve (or halt the destruction of) documents once litigation, an audit or a government investigation is reasonably anticipated. Further, federal law imposes criminal liability (with fines and/or imprisonment for not more than 20 years) upon whomever "knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States ... or in relation to or contemplation of any such matter or case." Therefore, if the Administrator becomes aware that litigation, a governmental audit or a government investigation has been instituted, or is reasonably anticipated or contemplated, the Administrator shall immediately order a halt to all document destruction under this Policy, communicating the order to all affected constituencies in writing. The Administrator may thereafter amend or rescind the order only after conferring with legal counsel. If any board member or staff member becomes aware that litigation, a governmental audit or a government investigation has been instituted, or is reasonably anticipated or contemplated, with respect to



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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:

The MC Board has developed an electronic marijuana inventory tracking and control system, Metrc, to increase product security, track the cultivation and movement of all marijuana products, and minimize diversion and illegal practices in the industry.

A. Tracking and Control.

The Cultivation Facility will install Metrc and fully integrate the system into its standard business practices. All employees will be trained in using the tracking system to ensure that:

1. All marijuana propagated, grown, or cultivated on the Farm premises is identified and tracked from the time the marijuana is propagated through either its transfer to another licensed marijuana establishment, or its destruction;
2. All establishments transacting to purchase or otherwise receive marijuana or marijuana products from the Farm are licensed facilities; and
3. Any loss or theft of marijuana products is promptly reported.

B. Using the Metrc System.

Farm staff will record data at several stages of the cultivation process.

1. During Cultivation.

The Farm will assign a tracking number to each plant over eight (8) inches tall and enter all inventory into Metrc.

Bud, flowers, clones, cuttings, leaves, and trim will be harvested in accordance with the Farm's cultivation policies and procedures, into batches not exceeding five (5) pounds. Each harvest batch will be given an inventory tracking number and entered into Metrc. All clones or cuttings will be limited to fifty (50) or fewer plants and identified by a batch tracking number.

2. Arranging Sale, Sample, and Transport.

After harvest and processing, Farm staff will record all sales in Metrc as they are processed. All marijuana used to prepare and package samples for the purpose of testing or for negotiating sales will also be recorded, including:

- a. The amount of each sample;
- b. The retail marijuana store, marijuana product manufacturing facility, or testing facility that received the sample; and
- c. The disposal of any expired or outdated promotional sample returned to the Farm.

For each batch, employees will record all transportation arrangements and will generate a transport manifest to accompany the batch during transportation in transit.

3. Electronic Verification Prior to Shipment.

Farm staff will use the Metrc system to verify each prospective sale or sample shipment is being delivered to a licensed marijuana establishment.

4. Electronic Verification for Farm staff.

Farm staff will use the Metrc system to verify the identity and handling permit of all individuals who arrive at the Farm to conduct business, such as picking up an order or samples for testing.

5. Reporting Disposal, Destruction, Loss, and Theft.

- a. In the event that marijuana or marijuana products are flagged for disposal, the Farm will record the disposal in the Metrc system at least three (3) days prior to taking any disposal action.
- b. In addition to notifying the appropriate local and/or state authorities, any destruction, loss, or theft of marijuana and marijuana products will be promptly recorded in the Metrc system to give the requisite notice to the MC Board.

6. Seizure of Marijuana or Marijuana Products.

In the event that the MC Board, or its agents or law enforcement officials acting on its behalf, seizes marijuana or marijuana product from the Farm, the Metrc system will be updated immediately to reflect the seizure and to ensure that the seized items are tracked in a reasonable manner.

C. Failure to Use the Inventory Tracking System.

Failure to use the Metrc system to record and track inventory, transportation, and license verifications can result in discipline up to and including license suspension or revocation, civil fines, and seizure of marijuana and marijuana products.



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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

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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

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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

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

Qualified candidates will be hired on a three (3) month probationary period during which time they will receive training and evaluation specific to their position. Training will include sustainable agriculture techniques and principles, marijuana industry topics; safety precautions and procedures; legal issues; and state, local, and federal regulations. Training will take place throughout the year, as well as when topics arise that need further explanation. Senior Staff will personally present training and education to employees. Within the probationary period, all new employees will be required to meet with Senior Staff to learn the Farm's business approach and to adopt the standard of service. Educational packets will be provided to each employee to be read and reviewed during the meeting with Ownership and Management.

Educational Materials.
The educational packets will discuss relevant cannabinoids in the marijuana plant, strain ratios, marijuana benefits and risks, and general Alaska marijuana law. Packets will also include safety procedures that specifically address the Farm's security measures and controls for the prevention of diversion, theft, and loss of marijuana such as emergency response procedures and state and federal statutes regarding confidentiality. As proper safety and security procedures are of the utmost importance to Ownership and Management, the most up-to-date reading materials will be available to employees at all times.

Staff Meetings.
Management will conduct monthly staff meetings with the purpose of updating all employees on new state and local regulations, assuring that each employee is performing within company procedure, assessing any procedural changes that are needed, and addressing any comments or concerns from the staff.

Training.
Prior to beginning work, all employees will be expected to understand:
a. Alaska laws, regulations, and codes governing the marijuana industry and marijuana establishments;
b. All of the licensing requirements to act as a marijuana handler and to work in a marijuana establishment;
c. Organic standards, operational protocol, and best practices with regard to all phases of the cultivation and sale of marijuana;
d. General safety procedures and security protocol;
e. How to think defensively if threatening situations occur, and how to recognize the signs of impairment, drug abuse, and instability;
f. In-depth information about our particular strains and marijuana related products;
g. In-depth information on the requirements of each room, task, and system;
h. The general federal, state, and local employment regulations by which the Farm is governed; and
i. Cultivation-specific education.
To ensure full coverage for each position, all employees will be cross-trained on the requirements of each job. Farm employees will also be required to attend a general security class taught by the hired security company. This will be done after hiring, but prior to employment.

Cultivation-Specific Education.
1. Cultivation Training.
Prior to beginning work, all cultivation employees will be taught and tested on:
a. The methods of cultivation used by Rosie Creek Farm;



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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:

Marijuana Waste Method for Disposal

1. In this section, the term “marijuana” is intended to refer to all parts of the marijuana plant, including trim, sugar leaf, any other leaves, root balls, flower and/or bud. Disposing of marijuana in a safe, secure, and environmentally responsible manner is a top priority for RCF. Rendering marijuana unusable before disposal will ensure that marijuana and marijuana products are safely kept away from the public. RCF will ensure that all marijuana is rendered unusable prior to leaving the facility. The Lead Grower will maintain a log on the status of all marijuana waste, tracking the type of waste, the date of disposal, the date it was rendered unusable.
2. RCF will implement the same disposal methods that other marijuana cultivation facilities have successfully employed in Colorado and Washington. These methods render all marijuana unusable and safe for disposal. To render marijuana unusable, the Farm will grind and incorporate the marijuana waste with compostable solid wastes so that the resulting mixture is at least fifty percent non-marijuana waste which will consist of animal manure and farm vegetable waste.
3. The Lead Grower will ensure that the resulting mixture is composed of no more than 50% marijuana by volume. The Lead Grower will log the composition of the mixture, and the records will be made available to the MCB upon request. The disposal log shall be kept as part of the Company's business records pursuant to 3 AAC 306.755.
4. Any cannabis products that for one reason or another have become unacceptable for will be rendered unusable. Farm staff will complete the “Disposing of Unusable Marijuana” Form. This form will document the date of disposal, the name and registration number of the agent disposing of the unusable marijuana, the method and location of the disposal, the description of the unusable cannabis, the reason for the disposal and any necessary information for inventory control including weight at the time of disposal. Before disposal the Farm Manager or Lead Grower must sign the form approving the disposal. The Farm staff responsible for composting will maintain a log on the status of all marijuana waste, tracking the type of waste, the date of disposal, the date it was rendered unusable. The ICA will then make sure that all information has been recorded into the Metrc tracking system. All cannabis waste will be chipped or ground and rendered further unfit for consumption by being mixed with animal manure or fish emulsion and added to the Farm compost pile which, in turn, will be managed in accordance with standards set in the National Organic Program's (NOP) guidelines for managing compost (Title 7 CFR 3201.56).
- a. Compliance with Disposal Regulations
5. RCF will comply with all Federal, State, and local laws, regulations, land ordinances and codes.
6. RCF has adopted the grinding method for disposal because it has been the approved method to render marijuana waste unusable by similar statutes in Washington State and Colorado. The grinding method has been deemed to be safe for disposal, and its reliability and safety has been proven through its use in other states. RCF will only utilize the standards set by and are anticipated to be further developed by local ordinances and the MCB, and in the absence of such standards, will adhere to the strictest standards set by comparable jurisdictions that have been proven and tested. RCF aims to cultivate marijuana using only the safest, most dependable, and AMCO-approved methods for every step of the process.
7. If at any time our local government and/or the MCB implements or approves a different type of disposal method than the one described in this Disposal Plan, RCF will take immediate action to ensure that it complies with all of the requirements.

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

All marijuana waste will be mixed with farm vegetable waste, animal manure or fish emulsion to render it unusable. When added to the Farm compost pile no more than 50% of the batch being composted will be marijuana waste.



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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:

All farm waste will be disposed in a safe, secure, and environmentally responsible manner. Any cannabis products that for one reason or another have become unacceptable for will be rendered unusable. All farm waste, including cannabis waste, will be chipped or ground and rendered further unfit for consumption by being mixed with animal manure or fish emulsion and added to the Farm compost pile which, in turn, will be managed in accordance with standards set in the NOP's guidelines (Title 7 CFR 3201.56) for managing compost.



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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

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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

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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

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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

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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

☒ ☐



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

In accordance with 3 AAC 306.470, all marijuana will be packaged for resale in packages:

1. not exceeding one ounce for resale to consumers without additional handling by the retail marijuana store except to add the retail marijuana store's own identifying name or logo and license number; or
2. in a wholesale package not exceeding five pounds for re - packaging by the retail marijuana store; or
3. to a marijuana product manufacturing facility in a wholesale package not exceeding five pounds, consisting of a single strain or a mixture of strains as identified on the label.
4. When the Farm packages marijuana for a retail marijuana store to sell to a consumer without re-packaging, the packaging will be designed or constructed to be significantly difficult for children under five years of age to open; but not normally difficult for adults to use properly. The packaging will not have any printed images, including cartoon characters, that specifically target individuals under the age of 21.
 - a. In addition, the packaging will:
 - b. protect the product from contamination and must not impart any toxic or damaging substance to the marijuana;
 - c. be four mil or greater thickness plastic, heat sealed, and with no easy-open corner, dimple or flap;
 - d. be opaque so that the product cannot be seen without opening the packaging material.
5. Each package prepared in compliance with this section must be identified by a tracking label generated for tracking by the marijuana cultivation facility's marijuana inventory control system.
6. A marijuana cultivation facility shall prepare marijuana for transport or transfer to another marijuana establishment by placing marijuana packaged in compliance within a sealed, tamper-evident shipping container and affixing a label in compliance with 3 AAC 306.475 to the shipping container;
7. The Farm will generate a transport manifest from the marijuana cultivation facility's marijuana inventory system; the transport manifest must remain with the marijuana at all times.

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

Any vehicle transporting cannabis products will be unmarked and inconspicuous. Vehicles that will be used for transportation of cannabis products will contain a secure and sanitary area affixed to the inside of the transportation vehicle that will lock and will ensure the cannabis products cannot be seen by anyone from outside of the transportation vehicle. The secure storage area within the transportation vehicle will be sanitized before and after each use.

Prior to departure, the Farm manager shall ensure the cannabis is in a sealed package, and locked in a safe, and secure storage compartment in the vehicle that will be transporting the marijuana. All Farm team members will be trained and will understand that under no circumstances (absent instruction from a duly authorized law enforcement officer) shall the sealed package containing the cannabis be opened during transportation as required by 3 AAC 306.750(4)(d).

The Company vehicle shall be equipped with a truck storage box comprising a rectangular box arranged for mounting in a standard pickup truck bed to extend there across and includes an two independent storage compartments, a first larger storage compartment and a second smaller storage compartment which is locked within the interior of the first storage compartment. The structures are preferably formed of steel, or like materials. The second storage compartment is particularly adapted for holding elongated, flat articles such as tools, guns, fishing rods or other appropriate items. In some instances, the second storage compartment is hinged to the interior of the lid of the larger storage compartment and the second storage compartment can be accessed only when the first storage compartment is opened and when the second storage compartment is unlocked.



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Section 7 – Signage and Advertising

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

We have one sign at the top of our farm driveway on Livingston Loop in the Fairbanks North Star Borough. It is a three-foot by four-foot wooden sign with a picture of our farm logo and the words "Rosie Creek Farm".

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

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Promotes excessive consumption

☒ ☐

Represents that the use of marijuana has curative or therapeutic effects

☒ ☐

Depicts a person under the age of 21 consuming marijuana

☒ ☐

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

☒ ☐



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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

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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)

☒ ☐



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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:

Background

Rosie Creek Farm is located adjacent to the residence where the owners of the farm (Mike Emers and Joan Hornig and their children) reside on a separate property. Although this has always been their family farm, they understand that the nature of their operation must change in order to add cannabis as a new crop. For reasons of public safety and minor protection, security and other restrictions must exist. However, the farm will still be producing organic vegetables for sale in the community and Mike and Joan still wish that their children could participate in their harvest and sale in what is still, literally, their back yard. For this reason, our security plan calls for a fence within a fence where the cannabis growing and processing areas are sequestered is a separate area of the farm by the required six-foot fence and an eight-foot security fence will surround the entire farm.

Plan

Signage will be placed on all entrances to the farm and on all restricted areas of the farm that states: "No one under 21 is allowed in restricted areas". A farm employee designated for escorting visitors will check identification of all visitors entering restricted areas of the Farm. Identification must be a valid government issued identification card. Any farm visitor failing to provide a valid government issued identification card will be denied access to restricted areas of the farm.

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

Printed name

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public in and for the State of Alaska.

My commission expires: _____



Alcohol and Marijuana Control Office
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Anchorage, AK 99501

marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

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(Additional Space as Needed):



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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:

Background

Rosie Creek Farm is located adjacent to the residence where the owners of the farm (Mike Emers and Joan Hornig and their children) reside on a separate property. Although this has always been their family farm, they understand that the nature of their operation must change in order to add cannabis as a new crop. For reasons of public safety and minor protection, security and other restrictions must exist. However, the farm will still be producing organic vegetables for sale in the community and Mike and Joan still wish that their children could participate in their harvest and sale in what is still, literally, their back yard. For this reason, our security plan calls for a fence within a fence where the cannabis growing and processing areas are sequestered is a separate area of the farm by the required six-foot fence and an eight-foot security fence will surround the entire farm.

Plan

Signage will be placed on all entrances to the farm and on all restricted areas of the farm that states: "No one under 21 is allowed in restricted areas". A farm employee designated for escorting visitors will check identification of all visitors entering restricted areas of the Farm. Identification must be a valid government issued identification card. Any farm visitor failing to provide a valid government issued identification card will be denied access to restricted areas of the farm.

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

Michael J. Emers

Printed name



Subscribed and sworn to before me this 14th day of March, 2016.


Notary Public in and for the State of Alaska.

My commission expires: 9/18/18



From: [Mike Emers](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Re: License Application #10005; Supplemental documents; email 1 of 1
Date: Wednesday, May 11, 2016 2:21:50 PM

Yes

We understand and agree

On 5/11/16 1:13 PM, Marijuana Licensing (CED sponsored) wrote:

Thank you, Mike. I will forward all of this to the enforcement section.
Someone should be in contact with you.

As for the proposed licensed premises, will you please read the
paragraph and confirm that you agree.

Thank you

AMCO Staff

From: Mike Emers [<mailto:mike@rosiecreekfarm.com>]
Sent: Wednesday, May 11, 2016 12:24 PM
To: Marijuana Licensing (CED sponsored)
Subject: License Application #10005; Supplemental documents; email 1 of 1

Dear AMCO Staff,

Attached are the documents requested. Please understand that we had a house fire in January of last year (http://www.newsminer.com/news/local_news/support-pours-in-for-rosie-creek-farm-owners-after-house/article_b2247e8a-9e1e-11e4-a1c7-2bf4e753c6c0.html) and lost many important documents. We did manage to find some in our farm office which we have attached. Please contact us if you need further documentation of Joan's residency or have other concerns.

Sincerely,

Mike Emers
RCFC, LLC dba Rosie Creek Farm
LN 10005

On 5/10/16 2:28 PM, Marijuana Licensing (CED sponsored) wrote:

Good afternoon, Mike, Thanks for your patience.

We received the rest of your entity documents. Thank you.

As far as your proposed licensed premises: You can have marijuana and vegetable grow within the same fenced in area, however, the entire fenced in area **will be the licensed premises at all times** (your vegetable greenhouse(s) and high tunnel(s) will be within licensed premises). What this means is that absolutely no one under the age of 21 may enter the licensed premises through any gate at any point in time.

Residency requirement: We were unable to verify residency for Joan E Hornig through the PFD website, I attached MJ-18 that Joan needs to complete and return to us. Once we receive this form we will forward to enforcement who is in charge of residency verification.

Please acknowledge that you understand the licensed premises part of this email.

Thank you

AMCO Staff



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	RCFC, LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	ROSIE CREEK FARM				
Physical Address:	2559 Livingston Loop				
City:	Fairbanks	State:	AK	Zip Code:	99709
Designated Owner:	Michael J Emers				
Email Address:	mike@rosiecreekfarm.com				

Section 2 – Attached Items

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

Attached Items:	
1	LN-10005 Site Narrative
2	LN-10005 Rosie Creek Farm Map Key
3	LN-10005 Farm Map
4	LN-10005 Restricted access areas
5	LN-10005 Farm Operations Center main floor
6	LN-10005 Farm Operations Center basement
7	LN-10005 high tunnel detail
8	LN-10005 Haygrove high tunnel detail

OFFICE USE ONLY

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

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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:	RCFC LLC	License Number:	10005
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Rosie Creek Farm		
Premises Address:	2659 Livingston Loop		
City:	Fairbanks	State:	ALASKA
		ZIP:	99709



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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 licensee 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:

Rosie Creek Farm is located in the southwest portion of the Fairbanks North-Star Borough approximately 15 miles from the town of Fairbanks. Its 35.5 acres are gently sloping south and range from a mixed aspen/birch/white spruce upland forest to black spruce lowland forest to active floodplains and associated wetlands of the Tanana River. The farm straddles 2 land-management zones within the borough. Five acres of its property are a former lot in a residential zone, and still zoned residential, and the remaining twenty-eight acres are zoned agricultural. Of the agricultural-zoned acres, approximately seven acres are cleared and fenced-in farmland and the remainder are wooded. Because of slope and floodplain limitations, there are only two to three of the remaining acres that could be cleared for future farm expansion.

The majority of the farm's agricultural land was cleared in 1998 and the topsoil was enriched over the years in accordance with USDA organic standards. With the implementation of the National Organic Program (NOP) in 2003 the farm applied for and was granted USDA organic certification. In accordance with NOP regulations, the farm is given and must pass a yearly on-site inspection to ensure it's continuing privilege of using the USDA organic brand.

The farm buildings are: five 2,800 square-foot high tunnels, a 1,920 square-foot heated greenhouse, a smaller 800 square foot greenhouse, a 800 square-foot processing building with includes a 150 square-foot cold storage, and a 400 square-foot office.

We intend on growing in 30, 300-foot “beds” of the farms open fields. Each bed is 4 feet wide with a one-foot pathway in between. The resulting space would be 150 feet by 300 feet or 45,000 square feet or approximately one acre of the farms open field. We also intend on growing in 3 of our 5 high tunnels. Each high tunnel is 2880 square feet. There will be 8640 square feet of cultivation within the high tunnels. We will also construct 3 small hoop houses (10 x 20 feet, 600 square feet total) for plant breeding and seed production.

The total space for cultivation will be 54,240 square feet.



Alaska Marijuana Control Board

**Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility**

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

Plants will be started from seed in Sun-gro Company's Sunshine #1 Natural and Organic potting soil mix. The ingredients are: sphagnum peat moss, coarse perlite, dolomitic limestone, and an organic wetting agent.

Plants will subsequently be planted out in the farm soil, which originated from windborne glacial loess and has 5-7% organic matter.

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

There will be fertilization in the greenhouse for seedling and young plants. Liquid fertilization of an all-purpose 4-1-3 fertilizer (Down-to Earth 4-1-3) will be given twice per week after germination. Prior to planting out in the field, all plants will be given a root-soak in Maxicrop (1-0-4), an organically approved kelp-based product.

Based on soil tests, soil amendments will be applied to all field and high tunnel crops. The main soil amendments will be Alaska Sea-Ag fish bone meal (4-9-0.5), a locally produced product, Down-to Earth fish-meal (8-6-0), and an organically sourced sulphate of potash (0-0-50).

There will be no chemicals, gases, delivery systems, or carbon dioxide management.

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

There will be fertilization in the greenhouse for seedling and young plants. Liquid fertilization of an all-purpose 4-1-3 fertilizer (Down-to Earth 4-1-3) will be given twice per week after germination. Prior to planting out in the field, all plants will be given a root-soak in Maxicrop (1-0-4), an organically approved kelp-based product.

Based on soil tests, soil amendments will be applied to all field and high tunnel crops. The main soil amendments will be Alaska Sea-Ag fish bone meal (4-9-0.5), a locally produced product, Down-to Earth fish-meal (8-6-0), and an organically sourced sulphate of potash (0-0-50).

There will be no chemicals, gases, delivery systems, or carbon dioxide management.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

Disposing of marijuana in a safe, secure, and environmentally responsible manner is a top priority for the Farm.

DISPOSAL PLAN AND PROCEDURES

Rosie Creek Farm (herein after referred to as the "Farm" and/or "RCF") will implement a thorough Disposal Plan to safeguard marijuana consumers, the Farm employees, and the community from the potential hazards presented by marijuana waste. Our top priority is ensuring the industry and our business never harm the community we live and thrive in – protection of our youth is our number one priority before anything else. To meet this goal, RCF has prepared a Disposal Plan for disposing of all marijuana that does not meet state testing requirements and the Farm's internal quality standards for any reason, including, but not limited to, disease, infestation, and mishandling.

1) Types of Waste for Disposal

The following is a list of the expected waste that RCF will be disposing of:

- Waste from marijuana flowers, trim, and solid plant materials
- Marijuana that is identified as infected or fails to meet quality testing
- Marijuana plant waste
- Run off water from the plants during cultivation
- Medium used for cultivation and root matter

2) Method for Disposal

In this section, the term "marijuana" is intended to refer to all parts of the marijuana plant, including trim, sugar leaf, any other leaf, root balls, flower and/or bud. Disposing of marijuana in a safe, secure, and environmentally responsible manner is a top priority for RCF. Rendering marijuana unusable before disposal will ensure that marijuana and marijuana products are safely kept away from the public. RCF will ensure that all marijuana is rendered unusable prior to leaving the facility. The Lead Grower will maintain a log on the status of all marijuana waste, tracking the type of waste. RCF will implement the same disposal methods that other marijuana cultivation facilities have successfully employed in Colorado and Washington. These methods render all marijuana unusable and safe for disposal. To render marijuana unusable, the Farm will grind and incorporate the marijuana waste with compostable solid wastes so that the resulting mixture is at least fifty percent non-marijuana waste.

The following is a list of the compostable solid wastes that the Farm will use:

- Farm vegetable waste
- Animal manure
- Fish emulsion

The Lead Grower will ensure that the resulting mixture is composed of no more than 50% marijuana by volume. The Lead Grower will log the composition of the mixture, and the records will be made available to the MCB upon request. The disposal log shall be kept as part of the Company's business records pursuant to 3 AAC 306.755.

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:

This will be an open-air operation in a river valley with patterns of regular summer winds. The area of the farm cultivated outdoors will be in the open air and more than 500 feet from the nearest property line. In addition there is a forested buffer around the farm. We have been operating this farm for the past 18 years using pungent fish based fertilizers for the entire time. There has never been a complaint from the adjacent residential zone of the odors permeating the neighborhood and we do not anticipate that to change.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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:

Rosie Creek Farm tests and analyzes all harvested batches of marijuana products. For all marijuana products sold, Rosie Creek Farm requires test results or confirmation of test results from a State licensed Testing Lab before marijuana products are packaged and/or offered for sale. The importance of this is to not only determine the potency of various cannabinoids of the marijuana and related products, but to ensure that no molds, fungi, pesticides or any other contaminants are found through testing that may be harmful to end users. We have included policies and procedures for both delivering marijuana samples to a test lab, as well as having them picked up. The following is a description of how marijuana products will travel from the Farm to the testing facility. All marijuana product batches that are set aside and sent out for testing will be recorded in the appropriate logs and any information that needs to be recorded in the Electronic Tracking System, Frankwell Metrc (herein after referred to as "EIS" or "Metrc") will be recorded.

When batches of marijuana are harvested they will be placed in a separate storage area marked "processed/untested" and will remain there until the Testing Lab returns the results of the testing to Farm. The Farm will work with a laboratory in establishing and documenting a written method for selecting samples. A random sample of the marijuana product will be taken for testing. All members of the Farm staff will be trained in how to take a random sample. All Farm staff will file an attestation with the Division that they will be collecting random samples for testing on behalf of the Farm. Additionally, the Farm will allow for Agents of the Testing Lab to select the random sample in the presence the Quality Control Manager (QCM) or other approved Farm staff. At no point will any facility treat, alter, or adulterate marijuana to change the color, appearance, weight, or smell.

Sample sizes selected for testing will vary depending on what marijuana products the QCM has determined need to be tested. Sample size for usable marijuana will be no larger than 12 grams. Sample size for extracts made with solvents of natural sources will be no larger than 7 grams. Sample size for extracts made with chemical solvents, CO₂, and food grade ethanol will be no larger than 2 grams. Sample size for extracts made with food grade glycerin or propylene glycol will be no larger than 20 grams. Sample size for edible, liquids and topicals will be 1 unit. Unit samples will be tested for: cannabinoids, terpenoids, microbial contaminants, mycotoxins, heavy metals and pesticide chemical residue, residual solvents levels and an active ingredient analysis.

A Farm agent or the Testing Lab agent will select a sample and then take the sample to a weighing device to ensure that the sample size is less than the maximum gram amount. All weighing devices used in the Farm will be compliant with AS 45.75. After weighing the sample the Farm agent will package it to ensure that no contaminants can reach the sample on the way to the Testing Lab. After being packaged the sample will be labeled.

The Lead Grower or Farm Office Manager will be responsible for maintaining weighing devices. These devices will be licensed through the State of Alaska. Upon request, the Farm Office Manager will provide a copy of these licenses to the Division at any time. Labeling the Sample to be sent for Testing

Whether the marijuana samples are delivered to or picked up by a testing lab, Rosie Creek Farm requires each sample to be labeled with the name of the Farm, the Farm registration number, variety, batch or marijuana product number, weight, and name of the marijuana product. Rosie Creek Farm will engage in the following testing protocol:

1) Batch testing as required by 3 AAC 306.455

As required by 3 AAC 306.435, each batch of plants must not exceed 50 plants per batch, and the flower, trim, and leaves from those plants that will be sold to another marijuana establishment must not exceed five (5) pounds. Each batch shall be tracked using the state selected tracking system, Frankwell Metrc.

For further information about transport protocols, please refer Transportation and Delivery Section.

Per the requirements delineated in 3 AAC 306.455, Rosie Creek Farm understands and will comply with each and every component of 3 AAC 306.455 to ensure our product exceeds the testing requirements. Immediately before packaging, a random sample from each batch of marijuana cultivated at the Cultivation Facility will be selected for testing at Testing Lab. The remainder of the batch will be packaged for storage and stored in a secure, cool and dry place in the Quarantine area where it will remain until the Testing Lab returns the results of the testing to the Farm.

Rosie Creek Farm will ensure the following is completed per batch – the check marks below give a brief overview of the Farm's policies.

- 3 AAC 306.455(b)(1): A designated staff member, herein after referred to as "Cultivation Agent," within the Quality Control Unit ("QCU"), with the oversight of management, will collect a random, homogenous sample for testing by segregating the harvested marijuana into batches of individual strains of bud, flower, and trim. From those collections, the staff member will select a random sample from each batch, as required, in an amount to be determined by a qualified, State of Alaska licensed marijuana testing lab. In the event any employee violates the random selection requirement as required by the State of Alaska, that employee will be immediately terminated and designated as "not eligible for rehire" and will promptly notify the MCB of the incident and seek remedial measures to maintain compliance with 3 AAC 306.455.
- 3 AAC 306.455(2)(A) – (C): The same staff member referenced supra will prepare a signed statement declaring the selection of the sample was done randomly as required by 3 AAC 306.455. The Farm shall provide the original signed statement to the testing facility and will also keep a true and complete copy of the same as a business record required under 3 AAC 306.755.
- 3 AAC 306.455(3): The sample of marijuana will be transported in full compliance with 3 AAC 306.750. See infra and see Transportation Plan submitted concurrently with this Testing Plan for further details.
- 3 AAC 306.455(c): The Farm will segregate the entire batch from which the testing sample was taken from, from any other marijuana on site, and will not sell or deliver any marijuana (including trim, flower, leaf) until the marijuana sample from that specific batch number has been tested by the licensed testing facility, and those test results are received by the Farm in writing from the marijuana testing facility. The Farm will ensure that every single testing report on any and all batches of marijuana are secured and kept in the business books and records, as required by 3 AAC 306.755.
- Pursuant to 3 AAC 306.465, the Farm will fully comply with any request from the Director of the MCB for a random sample from any medium used for growing, soil amendments, fertilizers, crop production aids, pesticides, or water. The Farm shall bear the expense for any and all Director requested random sampling and shall provide full cooperation with the Director and the Director's staff.

Selecting a Sample of Marijuana Products for Testing

All members of the QCU will be trained in how to take a random sample from each batch of marijuana products created at the Farm. All members of the QCU will sign and if requested by the MCB, file an attestation with the Division that they will be collecting random samples for testing on behalf of the Rosie Creek Farm. Additionally, the Farm will allow for Agents of the Testing Lab to select the random sample in the presence of a member of the QCU, if feasible. Sample size for usable marijuana will be no larger than 12 grams, unless otherwise requested by the licensed testing facility. Samples will be tested for: cannabinoids, terpenoids (if possible), microbial contaminants (as identified in section 3 AAC 306.645), substances (as identified in section 3 AAC 306.645), mycotoxins, heavy metals and pesticide chemical residue, residual solvents levels and an active ingredient analysis.

The QCU agent or the Testing Lab agent will select a sample and then take the sample to a weighing device to ensure that the sample size is less than the maximum gram amount. All weighing devices used in the Cultivation Facility shall be standardized and certified, and State registered weighing devices will be compliant with 3 AAC 306.745 and the Alaska Weights and Measures Act codified in AS 45.75.080. The QCU will be responsible for maintaining weighing devices. Upon request by Director or MCB Staff member, or MCB member, the Farm shall provide the all copies of registration and inspection reports for the weighing devices.

After weighing the sample the QCU agent will package it to ensure that no contaminants can reach the sample on the way to the Testing Lab. After being packaged the sample will be labeled by batch number and licensed establishment number.

Labeling the Sample to be sent for Testing

Whether the marijuana product sample is delivered to or picked up by a testing lab, the Farm requires each sample to be labeled with Farm's name, the Farm's license number, batch number, weight, and name/strain of the marijuana product.

Random Quality Assurance Testing Request by Director

Upon the request of the Director, the Farm will provide a Testing Lab designated by the Division with a sample of marijuana product for random quality assurance compliance checks. The sample will be collected in accordance with the batch sampling procedure contained, labeled



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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:

Of the 35.5 acres of the farm property, an eight-foot high fence encloses approximately 7.5 acres. The fence is a steel game fence of 12.5 gauge, galvanized steel with six-inch square mesh. Line-posts are 2 3/8 inch diameter steel at twenty-foot intervals and corner and gate-posts are 2 3/4 inch steel. All posts are sunk four-feet into the soil. The fence is of the same specifications as the Large Animal Research Center at the University of Alaska, Fairbanks.

Of the 7.5 acre enclosed area, approximately one acre is wooded, another approximately 2.5 acres are buildings, greenhouses, walkways, and roadways and 4 acres are cleared farm fields.

The farm buildings are: five 2,800 square-foot high tunnels, a 1,920 square-foot heated greenhouse, a smaller 800 square foot greenhouse, a 800 square-foot processing building with includes a 150 square-foot cold storage, and a 400 square-foot office. We intend to build a 120 square-foot “Security-shack” to house electronic equipment necessary for video monitoring equipment in our field and greenhouse cultivation areas and we intend to build a 3600 square-foot “Farm Operations Building” which will serve as a propagation greenhouse, a processing facility, and to house farm utilities.



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 eight-foot high game fence will have an opaque black "landscape fabric" fastened to the fence with wire ties. This will prevent visibility of the crop from outside of the enclosed area.

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

Printed name

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public in and for the State of Alaska.

My commission expires: _____



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

(Additional Space as Needed):



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:

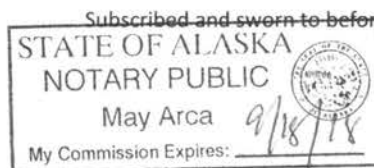
The eight-foot high game fence will have an opaque black "landscape fabric" fastened to the fence with wire ties. This will prevent visibility of the crop from outside of the enclosed area.

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.

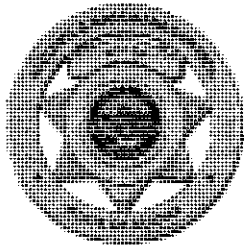
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

Michael J. Emers
Printed name




Notary Public in and for the State of Alaska.
My commission expires: 9/18/18



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

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

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	RCFC LLC.	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709


Section 2 – Certification

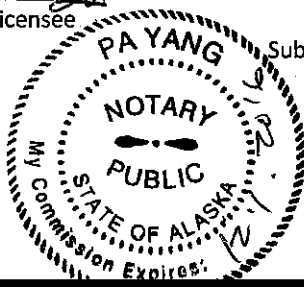
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 5/20/2016 End Date: 5/24/2016


Other conspicuous location: Airport Post Office, Fairbanks

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 25 day of May, 2016.


Notary Public in and for the State of Alaska.

My commission expires: 12-1-2016



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

Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

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

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	RCFC LLC.	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Certification

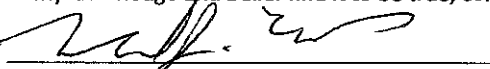
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 5/20/2016

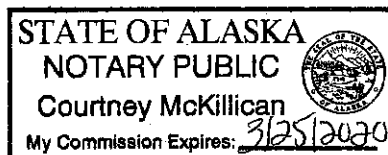
End Date: 5/30/2016

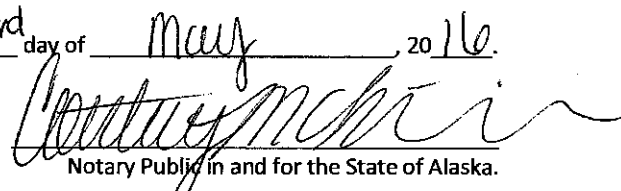
Other conspicuous location: Airport Post Office, Fairbanks

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 23rd day of May, 2016.




Notary Public in and for the State of Alaska.
My commission expires: 3/25/2020



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit**What is this form?**

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

This form must be submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

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

Licensee:	RCFC LLC.	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2559 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Certification

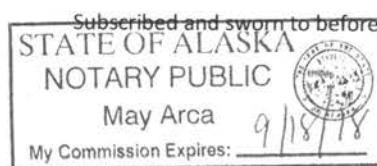
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 2/25/2016 End Date: 3/6/2016

Other conspicuous location: Airport Post Office, Fairbanks

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.

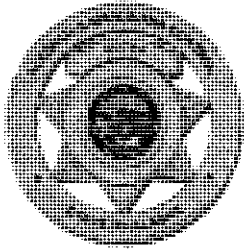
[Signature]
Signature of licensee



Subscribed and sworn to before me this 11th day of March, 20 16.

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

My commission expires: 9/18/18



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice 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 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:	RCFC LLC.	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

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: FNSB

Date Submitted: 5/23/2016

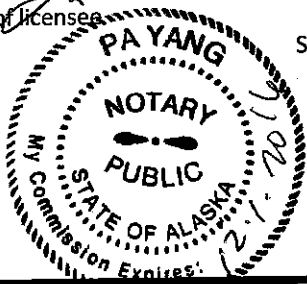
Community Council: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

Date Submitted: _____

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

[Signature]
Signature of licensee

Subscribed and sworn to before me this 25 day of May, 2016.



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

My commission expires: 12-1-2016



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:	RCFC LLC.	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2559 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

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: FNSB Date Submitted: 2/25/2016

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 14th day of March, 20 16.

STATE OF ALASKA
NOTARY PUBLIC
May Arca
My Commission Expires: 9/18/18

[Signature]
Notary Public in and for the State of Alaska.
My commission expires: 9/18/18



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

P.O. Box 71267

Fairbanks, Alaska 99707-1267

Zoning Permit Number: 17435

Phone: (907) 459-1260

Fax: (907) 459-1255

planning@co.fairbanks.ak.us

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

General Information

Date: 2/29/2016

Applicant: EMERS MICHAEL

Mailing Address: PO BOX 181, ESTER AK 99725

Telephone: 907-479-3642

Cell Phone: 907-347-1800

Email: mike@rosiecreekfarm.com

Property Description: 0549495 TRACT A ROSIE CREEK FARM

Site Address: 2659 LIVINGSTON LOOP

Existing Use: Agriculture **Structure:** Agricultural uses

Proposed Use: Commercial **Structure:** Marijuana cultivation facility, outdoor limited : 6.5 ac of 35.5 ac (18.3%)

Dwelling Units: 0 **New:** NA **Existing:** NA

Building Height (stories): 15

Total Area of Structure: 22,048 SF **New:** 3,744 SF **Existing:** 18,304 SF

Lot Size: 35.55 AC

Est. Construction Cost: \$0

Note: The proposed Marijuana cultivation facility, outdoor limited is zoned RA-20.
The applicant shall submit current and accurate documents if the site plan or other application materials are changed subsequent to issuance of this permit.
This outdoor marijuana cultivation facility, including all land planted with marijuana, shall be located at least 50 feet from a lot line.

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

Applicant Signature

Date

Zoning Specifications

Existing Zone: ~~GU-1~~ RA20/RE-4
 Minimum Lot Size: ~~40000~~ 800,000 sq. ft. / 160,000 sq. ft.
 Front Yard Req: ~~8~~ 35 ft. / 35 ft.
 Side Yard Req: ~~8~~ 10 ft. / 25 ft.
 Rear Yard Req: ~~8~~ 10 ft. / 25 ft.

Flood Zone: X (91%)/A (9%)

Road Service Area: Yes

Parking Spaces Req: 4

Building Type: Principal

Conditions

Floodplain Permit Required: No

FNSB Driveway Permit Required: Yes

Conditions: Marijuana cultivation facility, outdoor limited

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

Permit Approval: Approved

Zoning Official: Singh, M

2/29/2016

Date

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



Alaska Marijuana Control Board

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

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:	RCFC LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Joan E Hornig				
Title:	Co-owner				
SSN:	[REDACTED]				



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).

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Licensee:	RCFC LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2559 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Joan E. Hornig
Title:	Co-owner
SSN:	[REDACTED]



Alaska Marijuana Control Board

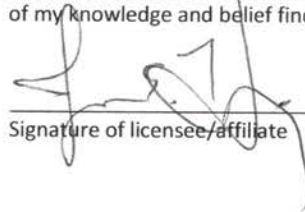
Form MJ-09: Statement of Financial Interest

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.

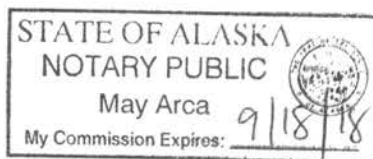


Signature of licensee/affiliate

Subscribed and sworn to before me this 14th day of March, 20 16.



Notary Public in and for the State of Alaska.
My commission expires: 9/18/18





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

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).

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Licensee:	RCFC LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Michael J Emers
Title:	Co-owner
SSN:	[REDACTED]



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).

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Section 1 – Establishment Information

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

Licensee:	RCFC LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2559 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Michael J Emers
Title:	Co-owner
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 11th day of March, 20 16.



Notary Public in and for the State of Alaska.

My commission expires: 9/18/18



THIS COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is entered into on this first day of March, 2016 ("Effective Date") by and between Michael J. Emers and Joan E. Hornig, as individuals (collectively referred to as the "Lessor"), and RCFC, LLC, an Alaska limited liability company, doing business as Rosie Creek Farms, ("Lessee"). Lessor and Lessee sometimes collectively referred to herein as the "Parties" and individually as the "Party".

AGREEMENT:

1. TERM. The term hereof shall commence on the 1st Day of March, 2016 ("Commencement Date") and shall expire on 28th Day of February, 2019 ("Term").
2. PROPERTY; PREMISES. Lessor is the owner of certain real property, comprising of 2.5 acres within the 35.5 acre parcel owned by Lessor located at **2659 Livingston Loop**, (physical description TRACT A Rosie Creek Farm, 2S 3W 14 1401), which comprises Lessor's authorized cultivation facility and all improvements, fixtures and equipment located therein and thereon (collectively the "Premises"). The Premises are the western portion of the entire cleared farm fields, and the northern section of the farm fields and processing area which include high tunnels 1, 2, and 3, the processing shed and the farm office. In all RCFC will rent 2.5 acres of the 7 acres of the enclosed farm fields and grounds.
3. RENT. The total monthly rent shall be one and 00/ 100 Dollars (\$1.00) rent payable on the first (1st) day of each and every successive month thereafter (the "Payment Date"). In addition to the monthly rent a penalty of twenty percent (20.0%) of the monthly rent will be collected for each month rent not received by the fifth following the Payment Date. Also a \$30.00 dollar fee will be assessed for any check returned for insufficient funds. All rents shall be paid to Lessor at the following address: P.O. Box 181, Ester, Alaska 99725 or at such other places as may be designated by Lessor from time to time.
4. SECURITY DEPOSIT. A Refundable Security Deposit of one and 00/100 Dollars (\$1.00) is required.
5. USE AND USES PROHIBITED. The Premises is to be used for the operation, administration and management of Lessee's one (1) State of Alaska licensed and duly authorized cultivation facility and all uses related thereto pursuant the Laws of the State of Alaska, local zoning and regulatory ordinances, and rules promulgated by the Alaska Marijuana Control Board. Lessee shall not use any portion of the Premises for purposes other than that specified herein (the "Permitted Use"). The Parties hereby waive any right to claim that the Permitted Use is illegal or otherwise invoke illegality as a defense to the validity of this Lease.
6. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet any portion of the Premises, except to an affiliate, subsidiary, parent or successor of the Lessee without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may

terminate this Lease.

7. ORDINANCES AND STATUTES. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Premises shall, at the option of the Lessor, be deemed a breach hereof. The foregoing notwithstanding, Lessee shall be permitted to use the Premises at all times in a manner that is consistent with the Permitted Use and Lessor shall not object to such use nor shall such use be deemed a breach of this lease regardless of any state or federal law or court ruling impacting the legality of the Permitted Use.
8. MAINTENANCE, REPAIRS, AND ALTERATIONS . Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall at his own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundations. No improvement or alterations of the Premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least two (2) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens. Lessor shall provide routine maintenance of exterior walls, roof, and structural foundations as necessary.
9. ENTRY AND INSPECTION. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspection the same, and will permit Lessor at any time within sixty (60) days prior to the expiration at this Lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.
10. INDEMNIFICATION OF LESSOR. Lessor shall not be liable for any injury to any person, or for any loss of or damage to any property (including property of Lessee) occurring in or about the Premises from any cause whatsoever, other than gross negligence or willful misconduct on the part of Lessor. Lessee shall indemnify, defend and save Lessor, its officers, agents, employees and contractors, and other Lessees and occupants of the building harmless from all losses, damages, fines, penalties, liabilities and expenses (including Lessor's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such claims, regardless of whether claims involve litigation or bankruptcy) resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property alleged to be attributable to Lessee's operation or occupation of the Premises or caused by or resulting from any act or omission of Lessee or any licensee, assignee, or concessionaire, or of any officer, agent, employee, guest or invitee of any such person in or about the Premises or Lessee's breach of Applicable Law or its obligations under this Lease. Lessee agrees that the foregoing indemnity specifically covers actions brought by its own employees. The indemnification provided for in this Section with respect to acts or omissions during the term

of this Lease shall survive termination or expiration of this Lease. Lessor shall not be liable for interference with light, air or view or for any latent defect in the Premises. Lessee shall promptly notify Lessor of casualties or accidents occurring in or about the Premises. Notwithstanding the foregoing if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Lessor and Lessee, their employees, agents, invitees and licensees, Lessee shall indemnify Lessor only to the extent of Lessee's own negligence or that of its officers, agents, employees, guests or invitees. LESSOR AND LESSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 10 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

11. POSSESSION. If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused said delay of delivery, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within twenty (20) days of the commencement of the term hereof.
12. INSURANCE. General Liability Insurance. Lessee shall, during the Lease Term, keep in full force and effect, a policy or policies of Commercial General Liability insurance for bodily injury, personal injury (including wrongful death) and damage to property resulting from (i) any occurrence in the Leased Premises, (ii) any act or omission by Lessee, by any sub Lessee of Lessee, or by any of their respective invitees, agents, servants, contractors or employees anywhere in the Leased Premises or the Building, (iii) the business operated by Lessee or by any sub Lessee of Lessee in the Leased Premises. The liability policy or policies shall contain an endorsement naming Lessor, the management company and any others required by Lessor as an additional insured. The General Aggregate Limit must apply separately to each location. Limits may be satisfied using any combination of underlying and excess/umbrella liability policies. This agreement and the insurance policy expressly waives any pro rata distribution requirement contained in Lessees blanket policy.
13. UTILITIES. Lessee agrees to be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the Premises.
14. SIGNS. Lessor reserves the exclusive right to the roof, side and rear walls of the Premises, Lessee and Lessor shall not construct any projecting signs or awnings without the prior written consent of the other, which consent shall not be unreasonably withheld.
15. ABANDONMENT OF PREMISES. Lessee shall not vacate or abandon the Premises at any time during the term hereof, and if Lessee shall abandon or vacate the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the Premises shall be deemed to be abandoned, at the option of Lessor.
16. CONDEMNATION. If any part of the Premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part taken, terminates of the date the condemner acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation;

provided however, that Lessor may at his option, terminate this Lease as of the date the condemner acquires possession. In the event that remainder is not susceptible for use hereunder, this Lease shall terminate upon the date which the condemner acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof, provided however, that Lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.

17. TRADE FIXTURES. Any and all improvements made to the Premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee, Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the Premises occasioned by removal. Any repairs made by Lessee must be made with quality materials and in a workmanship quality that either improves or renders the Premises in the same condition as of the date of delivery of Premises as defined in this Agreement.
18. DESTRUCTION OF PREMISES. In the event of a partial destruction of the Premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within one-hundred twenty (120) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportional reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. If such repairs cannot be made within said one-hundred twenty (120) days, Lessor, at his option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within one-hundred twenty (120) days, this Lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the demised Premises be injured or not. A total destruction of the building, in which the Premises may be situated, shall terminate this Lease. In the event of any dispute between Lessor and Lessee with respect to the provisions hereof, the matter shall be settled by arbitration in such a manner as the Parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.
19. INSOLVENCY. In the event a receiver is appointed to take over the business of Lessee, or in the event Lessee makes a general assignment for the benefit of creditors, or Lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by Lessee.
20. REMEDIES OF OWNER ON DEFAULT. In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for

the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefore. Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of lease continues, Lessor may, at any time thereafter, elect to terminate the Lease. Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

21. SECURITY DEPOSIT. The security deposit set forth above, if any shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the Security Deposit in payment of the last month's rent.
22. DEPOSIT REFUNDS. The balance of all deposits shall be refunded within two (2) weeks from date possession is delivered to Lessor his authorized Agent, together with a statement showing any charges made against such deposits by Lessor.
23. ATTORNEY 'S FEES. In case a suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either Party, the prevailing Party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
24. WAIVER. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
25. NOTICES. Any notice which either Party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the Premises, or Lessor at the address shown below, or at such other places as may be designated by the Parties from time to time.
26. HOLDING OVER. Any holding over after the expiration of this Lease, with the consent of Lessor, shall be construed as a month-to-month tenancy at a rental of \$1.00 per month, otherwise in accordance with the terms hereof, as applicable.
27. TIME. Time is of the essence of this Lease.
28. HEIRS, ASSIGNS, and SUCCESSORS. This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the Parties.
29. TAXES AND ASSESSMENTS. Lessor shall pay all property taxes as they become due.

30. LESSOR'S LIABILITY. The term "Lessor," as used in this paragraph, shall mean only the owner of the real property or a Lessee's interest in a ground lease of the Premises. In the event of any transfer of such title or interest, the Lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Lessor's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Lessor or Grantor at the time of such transfer shall be delivered to Grantee. Lessor's aforesaid obligations shall be binding upon Lessor's successors and assigns only during their respective periods of ownership.
31. ESTOPPEL CERTIFICATE. Lessee shall at any time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Premises. (b) Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (2) that there are no uncured defaults in Lessor's performance, and (3) that not more than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease.
32. LEASED SPACE. Lessor and Lessee agree that the Lessee shall occupy, as described in this Agreement, part of the parcel situated at 2659 Livingston Loop.
33. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties.

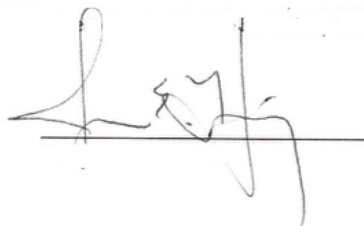
The undersigned Lessor hereby accepts the terms of the agreement and acknowledges receipt of a copy hereof.

Date: March 14, 2016

Lessor:



Michael Emers



Joan Hornig

Lessee Signature Page.

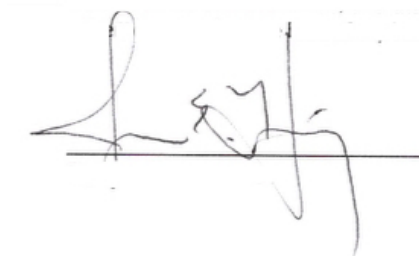
The undersigned Lessee hereby accepts the terms of the agreement and acknowledges receipt of a copy hereof.

Lessee:

RCFC, LLC
a Alaska limited liability company

A handwritten signature in cursive script that reads "Michael Emers".

Michael Emers
Its Managing Member

A handwritten signature in cursive script, appearing to read "Joan Hornig", written over a horizontal line.

Joan Hornig
Its Managing Member

AFFP

Rosie Creek Farm

Affidavit of Publication

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

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

May 24, 2016


35323

RCFC, LLC
is applying for a new
Standard Marijuana Cultivation Facility
License 3
AAC 306.400(1),
doing business as
ROSIE CREEK FARM
located at
2659 Livingston Loop,
Fairbanks, AK 99709
UNITED STATES.

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

Publish: May 24, 2016

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



Advertising Clerk

Subscribed to and sworn to me this 24th day of May 2016.

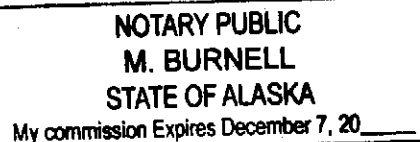


Marena Burnell, Notary Public in and for the State of Alaska.

My commission expires: December 07, 2017

00008349 00035323

RCFC LLC
PO Box 181
Esther, AK 99725



AFFP

Rosie Creek Farm

Affidavit of Publication

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

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


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

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



Advertising Clerk

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



Samuel M. Crabtree, Notary Public in and for the State Alaska.

My commission expires: November 20, 2018

00008349 00033696

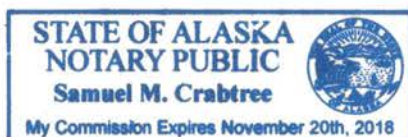
RCFC LLC
PO Box 181
Esther, AK 99725

33696

RCFC, LLC
is applying for a new
Standard Marijuana Cultivation Facility
License 3
AAC 306.400(1),
doing business as
ROSIE CREEK FARM
located at
2559 Livingston Loop,
Fairbanks, AK 99709
UNITED STATES.

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

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





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

April 25, 2016

RCFC, LLC
DBA: Rosie Creek Farm
Via email: mike@rosiecreekfarm.com

Re: Standard Marijuana Cultivation Facility License Application #10005

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-02 Premises Diagram
 - A portion of your cultivation area, in this case some of your greenhouses, are not labeled as Restricted Access Area(s) nor do we see storage area(s) depicted on your diagram. Per 3 AAC 306.710 (a) a Marijuana establishment shall restrict access to any part of the licensed premises where marijuana or a marijuana product is grown, processed, tested, stored, or stocked.
 - Please clearly indicate the interior layout of any enclosed areas on the proposed premises.
 - Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas.
- Entity Documents
 - You did not provide an operating agreement for your LLC as required under 3 AAC 306.020(b)(3)(B).

Please note per 3 AAC 306.025(f) you must make these corrections and submit these items to complete your application not later than 90 days after the date of this notice. If you fail to complete your application during the 90 day period after this notice, you will be required to file a new application and pay a new application filing fee to obtain a marijuana establishment license.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: [Rukes, Jeffrey B \(CED\)](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: RE: License Application #10005; Supplemental documents; email 1 of 1 MJ-18
Date: Thursday, May 19, 2016 9:14:03 AM

Checked and looks fine for residency



Jeff Rukes
Investigator
Alcohol and Marijuana Control Office
550 W. 7th Ave, Ste 1600, Anchorage, AK 99501
Office (907) 334-0893 Fax (907) 334-2285
Cell (907)382-7392
[*jeff.rukes@alaska.gov*](mailto:jeff.rukes@alaska.gov)

From: Marijuana Licensing (CED sponsored)
Sent: Wednesday, May 11, 2016 3:34 PM
To: Alcohol Enforcement, CED ABC (CED sponsored)
Cc: Bankowski, Joe (CED); Hamilton, Joe (CED); Rukes, Jeffrey B (CED); Hoelscher, James C (CED); Whiteman, Kendrick J (CED)
Subject: FW: License Application #10005; Supplemental documents; email 1 of 1 MJ-18

Hello,

Here is an MJ-18 and its attachments for a proposed licensee that needs residency verification.

Thank you

-Jane

From: Mike Emers [<mailto:mike@rosiecreekfarm.com>]
Sent: Wednesday, May 11, 2016 12:24 PM
To: Marijuana Licensing (CED sponsored)
Subject: License Application #10005; Supplemental documents; email 1 of 1

Dear AMCO Staff,

Attached are the documents requested. Please understand that we had a house fire in January of last year (http://www.newsminer.com/news/local_news/support-pours-in-for-rosie-creek-farm-owners-after-house/article_b2247e8a-9e1e-11e4-a1c7-2bf4e753c6c0.html) and lost many important documents. We did manage to find some in our farm office which we have attached. Please contact us if you need further documentation of Joan's residency or have other concerns.

Sincerely,

Mike Emers
RCFC, LLC dba Rosie Creek Farm
LN 10005

On 5/10/16 2:28 PM, Marijuana Licensing (CED sponsored) wrote:

Good afternoon, Mike, Thanks for your patience.

We received the rest of your entity documents. Thank you.

As far as your proposed licensed premises: You can have marijuana and vegetable grow within the same fenced in area, however, the entire fenced in area **will be the licensed premises at all times** (your vegetable greenhouse(s) and high tunnel(s) will be within licensed premises). What this means is that absolutely no one under the age of 21 may enter the licensed premises through any gate at any point in time.

Residency requirement: We were unable to verify residency for Joan E Hornig through the PFD website, I attached MJ-18 that Joan needs to complete and return to us. Once we receive this form we will forward to enforcement who is in charge of residency verification.

Please acknowledge that you understand the licensed premises part of this email.

Thank you

AMCO Staff

From: [Mike Emers](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Re: License Application #10005; Supplemental documents; email 1 of 1
Date: Wednesday, May 11, 2016 2:21:50 PM

Yes

We understand and agree

On 5/11/16 1:13 PM, Marijuana Licensing (CED sponsored) wrote:

Thank you, Mike. I will forward all of this to the enforcement section.
Someone should be in contact with you.

As for the proposed licensed premises, will you please read the
paragraph and confirm that you agree.

Thank you

AMCO Staff

From: Mike Emers [<mailto:mike@rosiecreekfarm.com>]
Sent: Wednesday, May 11, 2016 12:24 PM
To: Marijuana Licensing (CED sponsored)
Subject: License Application #10005; Supplemental documents; email 1 of 1

Dear AMCO Staff,

Attached are the documents requested. Please understand that we had a house fire in January of last year (http://www.newsminer.com/news/local_news/support-pours-in-for-rosie-creek-farm-owners-after-house/article_b2247e8a-9e1e-11e4-a1c7-2bf4e753c6c0.html) and lost many important documents. We did manage to find some in our farm office which we have attached. Please contact us if you need further documentation of Joan's residency or have other concerns.

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Residency requirement: We were unable to verify residency for Joan E Hornig through the PFD website, I attached MJ-18 that Joan needs to complete and return to us. Once we receive this form we will forward to enforcement who is in charge of residency verification.

Please acknowledge that you understand the licensed premises part of this email.

Thank you

AMCO Staff

From: [Mike Emers](#)
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Re: Rosie Creek Farm license #10005 Complete Application
Date: Wednesday, May 25, 2016 5:37:44 PM

Thank you

On Wednesday, May 25, 2016, Marijuana Licensing (CED sponsored)
<marijuana.licensing@alaska.gov> wrote:

The Fairbanks North Star Borough has been notified of your application.

Thanks

AMCO Staff

From: Mike Emers [mailto:mike@rosiecreekfarm.com]
Sent: Wednesday, May 25, 2016 12:51 PM
To: Marijuana Licensing (CED sponsored); Jana Weltzin
Subject: Re: Rosie Creek Farm license #10005 Complete Application

On 5/25/16 10:29 AM, Marijuana Licensing (CED sponsored) wrote:

Mike,

I uploaded all your corrections, except the following:

- MJ-07 Public Notice Affidavit: You are saying you started posting the application 5/20/16. The five (5) day re-posting of application ended 5/24/16. The affidavit where you certified you have met the requirement needs to be signed in front of a notary not earlier than 5/25/16 (today). Now, on the affidavit, you state you re-posting from 5/20/16 through 5/30/16, if you keep these dates your notary has to be after 5/30/16 (the re-posting only has

to be for five days). Please resubmit MJ-07 with appropriate dates and notary.

- MJ-08 Local Government Notice Affidavit: The premises address on this affidavit is still the incorrect one.

Thank you

AMCO Staff

From: Marijuana Licensing (CED sponsored)
Sent: Monday, May 23, 2016 9:40 AM
To: Mike Emers; Marijuana Licensing (CED sponsored)
Subject: RE: Rosie Creek Farm license #10005 Complete Application

RCFC, LLC is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license,

license #10005, doing business as ROSIE CREEK FARM, located at 2659 Livingston Loop, Fairbanks, AK, 99709, UNITED STATES.

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

AMCO Staff

From: Mike Emers [<mailto:mike@rosiecreekfarm.com>]
Sent: Monday, May 23, 2016 8:29 AM
To: Marijuana Licensing (CED sponsored)
Subject: Re: Rosie Creek Farm license #10005 Complete Application

Thanks

Is the text OK that I sent you? How long does the correction ad need to run?

Mike.

On Monday, May 23, 2016, Marijuana Licensing (CED sponsored)
<marijuana.licensing@alaska.gov> wrote:

Mike,

I have corrected the address in our system. You should be able to go on line and print the public notice and advertisement notice which should have the correct address.

Thank you

AMCO Staff

From: Mike Emers [mailto:mike@rosiecreekfarm.com]
Sent: Sunday, May 22, 2016 1:45 PM
To: Marijuana Licensing (CED sponsored)
Subject: Re: Rosie Creek Farm license #10005 Complete Application

Dear AMCO Staff

This must have been my mistake when transposing the farm's address. I have re-posted and the public notices and will issues a correction in the newspaper tomorrow. The text reads:

"CORRECTION

RCFC, LLC doing business as Rosie Creek Farm had previously applied for a new Standard Marijuana Cultivation Facility License 3 AAC 306.400(1), at 2559 Livingston Loop, Fairbanks, Alaska 99709, UNITED

STATES.

THE CORRECT ADDRESS is 2659 Livingston Loop, Fairbanks, Alaska 99709, UNITED STATES.

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

Please let me know if this is OK.

I have lost all internet temporarily at our home and farm and must go in to the public library to access my email and go online. I will call your office tomorrow morning to confirm that I'm proceeding correctly.

Thanks for your time,

Michael Emers
907-479-3643, 907-479-3642
RCFC LLC
LN 10005

On 5/20/16 1:51 PM, Marijuana Licensing (CED sponsored) wrote:

Mike,

The Fairbanks North Star Borough has informed us that the permit you received from them for the marijuana establishment is for an address of 2659 Livingston Loop. Everything you submitted to us for this marijuana establishment license has an address of 2559 Livingston Loop.

What this means is that you need to correct the premises address in every and all supplemental documents where the premises address is required, including your commercial lease, and resubmit.

You will need to repost the online application at both the proposed premises and other conspicuous location for five (5) days, and fill out a new MJ-07.

You will need to run one correction ad, and provide a new affidavit of publication.

You will need to send a corrected public notice to the borough, and fill out MJ-08.

Please confirm that the address should be 2659 Livingston Loop and not 2559 Livingston Loop in Fairbanks so that we can correct it internally, and so that you can print out a new public notice and a new advertisement notice.

This email rescinds the complete application letter you were emailed yesterday. Once we receive all the corrections outlined above we will resubmit notification to the borough, and let you know we have done so.

Thank you

AMCO Staff

From: Marijuana Licensing (CED sponsored)
Sent: Thursday, May 19, 2016 10:50 AM
To: 'mike@rosiecreekfarm.com'
Subject: Rosie Creek Farm license #10005 Complete Application

Good morning;

Please see attached correspondence regarding your marijuana establishment license.

Thank you

AMCO Staff

From: [Marijuana Licensing \(CED sponsored\)](#)
To: [Marijuana Licensing \(CED sponsored\)](#); "mike@rosiecreekfarm.com"
Subject: RE: Rosie Creek Farm license #10005 Complete Application
Date: Friday, May 20, 2016 1:51:00 PM

Mike,

The Fairbanks North Star Borough has informed us that the permit you received from them for the marijuana establishment is for an address of **2659 Livingston Loop**. Everything you submitted to us for this marijuana establishment license has an address of **2559 Livingston Loop**.

What this means is that you need to correct the premises address in every and all supplemental documents where the premises address is required, including your commercial lease, and resubmit.

You will need to repost the online application at both the proposed premises and other conspicuous location for five (5) days, and fill out a new MJ-07.

You will need to run one correction ad, and provide a new affidavit of publication.

You will need to send a corrected public notice to the borough, and fill out MJ-08.

Please confirm that the address should be 2659 Livingston Loop and not 2559 Livingston Loop in Fairbanks so that we can correct it internally, and so that you can print out a new public notice and a new advertisement notice.

This email rescinds the complete application letter you were emailed yesterday. Once we receive all the corrections outlined above we will resubmit notification to the borough, and let you know we have done so.

Thank you

AMCO Staff

From: Marijuana Licensing (CED sponsored)
Sent: Thursday, May 19, 2016 10:50 AM
To: 'mike@rosiecreekfarm.com'

Subject: Rosie Creek Farm license #10005 Complete Application

Good morning;

Please see attached correspondence regarding your marijuana establishment license.

Thank you

AMCO Staff

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["mike@rosiecreekfarm.com"](mailto:mike@rosiecreekfarm.com)
Subject: Rosie Creek Farm license #10005 Complete Application
Date: Thursday, May 19, 2016 10:49:00 AM
Attachments: [10005 Complete Application Letter.pdf](#)

Good morning;

Please see attached correspondence regarding your marijuana establishment license.

Thank you

AMCO Staff

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["mike@rosiecreekfarm.com"](mailto:mike@rosiecreekfarm.com)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Rosie Creek Farm Standard Marijuana Cultivation License Application #10005 DEADLINE July 24, 2016
Date: Monday, April 25, 2016 11:05:00 AM
Attachments: [Incomplete Application Letter .pdf](#)

Good morning,

Your application is now under review. Please read the attached letter regarding information/documents/corrections needed. Please note that there is a deadline of July 24, 2016.

Thank you,

AMCO Staff



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

April 25, 2016

RCFC, LLC
DBA: Rosie Creek Farm
Via email: mike@rosiecreekfarm.com

Re: Standard Marijuana Cultivation Facility License Application #10005

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-02 Premises Diagram
 - A portion of your cultivation area, in this case some of your greenhouses, are not labeled as Restricted Access Area(s) nor do we see storage area(s) depicted on your diagram. Per 3 AAC 306.710 (a) a Marijuana establishment shall restrict access to any part of the licensed premises where marijuana or a marijuana product is grown, processed, tested, stored, or stocked.
 - Please clearly indicate the interior layout of any enclosed areas on the proposed premises.
 - Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas.
- Entity Documents
 - You did not provide an operating agreement for your LLC as required under 3 AAC 306.020(b)(3)(B).

Please note per 3 AAC 306.025(f) you must make these corrections and submit these items to complete your application not later than 90 days after the date of this notice. If you fail to complete your application during the 90 day period after this notice, you will be required to file a new application and pay a new application filing fee to obtain a marijuana establishment license.

Sincerely,

Cynthia Franklin, Director
marijuana.licensing@alaska.gov

From: [ZendTo](#)
To: [Sawyer, Jane Preston \(CED\)](#)
Subject: [ZendTo] kmajor@fnsb.us has picked up your drop-off!
Date: Wednesday, May 25, 2016 4:00:25 PM

This is an automated message sent to you by the Alaska ZendTo service.

The drop-off you made (claim ID: uPeETedo23unx85f) has been picked-up.

The file 10005 Corrected Online Application.pdf was picked up.

kmajor@fnsb.us made the pick-up from 130-171-165-209.static.gci.net (209.165.171.130).

From: [Marijuana Licensing \(CED sponsored\)](#)
To: ["mike@rosiecreekfarm.com"](mailto:mike@rosiecreekfarm.com)
Subject: Rosie Creek Farm license #10005 Complete Application
Date: Thursday, May 19, 2016 10:49:00 AM
Attachments: [10005 Complete Application Letter.pdf](#)

Good morning;

Please see attached correspondence regarding your marijuana establishment license.

Thank you

AMCO Staff



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 19, 2016

RCFC, LLC
DBA Rosie Creek Farm
VIA email: mike@rosiecreekfarm.com

Re: Application Status for License #10005

Dear Applicant:

I have received your application for a Standard 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

From: [Marijuana Licensing \(CED sponsored\)](#)
To: [decfsspermit \(DEC sponsored\)](#); [Faulkner, Jessica R \(DPS\)](#); [Parks, Diana C \(DPS\)](#)
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: DEC & Fire Notice Rosie Creek Farm license #10005
Date: Wednesday, May 25, 2016 4:01:00 PM
Attachments: [10005 Corrected DEC & Fire Notice.pdf](#)
[10005 Corrected Online Application.pdf](#)
[10005 MJ-02 Premises Diagram.pdf](#)

Good afternoon;

Please see attached correspondence regarding a marijuana establishment license; applicant had submitted documents with incorrect premises location.

Please direct all correspondence to marijuana.licensing@alaska.gov

Thank you

AMCO Staff



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 25, 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:	10005
License Type:	Standard Marijuana Cultivation Facility
Licensee:	RCFC, LLC
Doing Business As:	ROSIE CREEK FARM
Physical Address:	2659 Livingston Loop Fairbanks, AK 99709
Designated	Michael J Emers
Phone Number:	907-479-3642
Email Address:	mike@rosiecreekfarm.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,

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

Cynthia Franklin, Director

marijuana.licensing@alaska.gov

From: [AMCO Local Government Only \(CED sponsored\)](#)
To: [Krista Major \(KMajor@fnsb.us\)](#); "[mayor@fnsb.us](#)"; [llivingston@fnsb.us](#)
Subject: Corrected LG Notice Rosie Creek Farm license #10005
Date: Wednesday, May 25, 2016 3:57:00 PM
Attachments: [10005_Corrected Local Government Notice.pdf](#)

Dear local government officials,

Please find the attached correspondence for a new marijuana establishment license.
Direct all responses 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.

Using the ZendTo drop box. 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 with something 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.

Thank you

AMCO Staff

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

May 25, 2016

Fairbanks North Star Borough

Attn: Krista Major

VIA Email: kmajor@fnsb.us

License Number:	10005
License Type:	Standard Marijuana Cultivation Facility
Licensee:	RCFC, LLC
Doing Business As:	ROSIE CREEK FARM
Physical Address:	2659 Livingston Loop Fairbanks, AK 99709
Designated Licensee:	Michael J Emers
Phone Number:	907-479-3642
Email Address:	mike@rosiecreekfarm.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.

RCFC, LLC DBA Rosie Creek Farm

May 19, 2016

Page 2

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



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 19, 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:	10005
License Type:	Standard Marijuana Cultivation Facility
Licensee:	RCFC, LLC
Doing Business As:	ROSIE CREEK FARM
Physical Address:	2559 Livingston Loop Fairbanks, AK 99709
Designated	Michael J Emers
Phone Number:	907-479-3642
Email Address:	mike@rosiecreekfarm.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,

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

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 19, 2016

Fairbanks North Star Borough

Attn: Krista Major

VIA Email: kmajor@fnsb.us

License Number:	10005
License Type:	Standard Marijuana Cultivation Facility
Licensee:	RCFC, LLC
Doing Business As:	ROSIE CREEK FARM
Physical Address:	2559 Livingston Loop Fairbanks, AK 99709
Designated Licensee:	Michael J Emers
Phone Number:	907-479-3642
Email Address:	mike@rosiecreekfarm.com

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

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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.

May 19, 2016

Page 2

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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



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 19, 2016

RCFC, LLC
DBA Rosie Creek Farm
VIA email: mike@rosiecreekfarm.com

Re: Application Status for License #10005

Dear Applicant:

I have received your application for a Standard 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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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 25, 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:	10005
License Type:	Standard Marijuana Cultivation Facility
Licensee:	RCFC, LLC
Doing Business As:	ROSIE CREEK FARM
Physical Address:	2659 Livingston Loop Fairbanks, AK 99709
Designated	Michael J Emers
Phone Number:	907-479-3642
Email Address:	mike@rosiecreekfarm.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,

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

Cynthia Franklin, Director

marijuana.licensing@alaska.gov



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 25, 2016

Fairbanks North Star Borough
Attn: Krista Major
VIA Email: kmajor@fnsb.us

License Number:	10005
License Type:	Standard Marijuana Cultivation Facility
Licensee:	RCFC, LLC
Doing Business As:	ROSIE CREEK FARM
Physical Address:	2659 Livingston Loop Fairbanks, AK 99709
Designated Licensee:	Michael J Emers
Phone Number:	907-479-3642
Email Address:	mike@rosiecreekfarm.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.

May 19, 2016

Page 2

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: [Marijuana Licensing \(CED sponsored\)](#)
To: [decfsspermit \(DEC sponsored\)](#); [Faulkner, Jessica R \(DPS\)](#); [Parks, Diana C \(DPS\)](#)
Subject: Rosie Creek Farm license #10005 DEC & Fire Notice
Date: Thursday, May 19, 2016 10:46:00 AM
Attachments: [10005 DEC & Fire Notice.pdf](#)
[10005 MJ-02 Premises Diagram.pdf](#)
[10005 Online app_redacted.pdf](#)

Good morning;

Please see attached correspondence regarding a marijuana establishment license.

Please direct all correspondence to marijuana.licensing@alaska.gov

Thank you

AMCO Staff

From: [AMCO Local Government Only \(CED sponsored\)](#)
To: [Krista Major \(KMajor@fnsb.us\)](#); "[mayor@fnsb.us](#)"; [llivingston@fnsb.us](#)
Subject: Rosie Creek Farm license #10005
Date: Thursday, May 19, 2016 10:39:00 AM
Attachments: [10005 Local Government Notice .pdf](#)
[image001.jpg](#)
[image002.jpg](#)
[image003.jpg](#)

Dear local government officials,

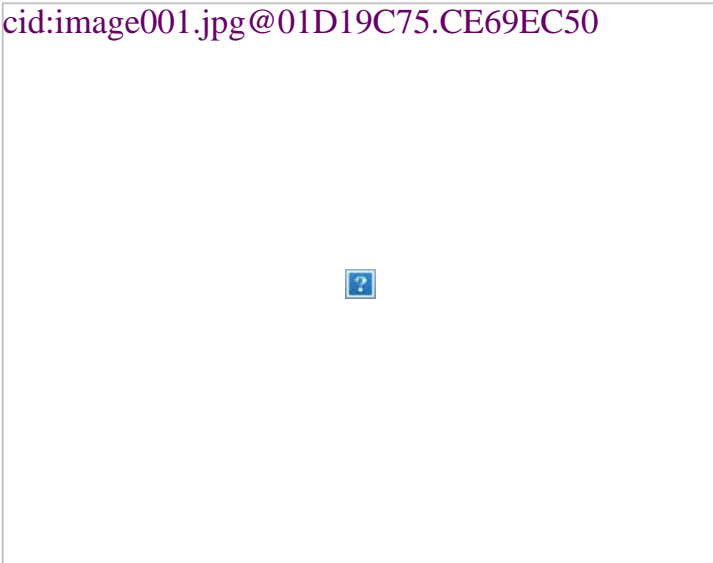
Please find the attached correspondence for a new marijuana establishment license.

Direct all responses 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.

Using the ZendTo drop box. You will receive an email that looks like this

cid:image001.jpg@01D19C75.CE69EC50



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

cid:image002.jpg@01D19C75.CE69EC50

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:

cid:image005.jpg@01D19C75.CE69EC50

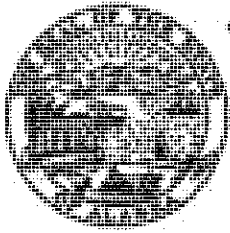


Click the blue link for each tab. You can download and save them however you wish.

Thank you

AMCO Staff

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

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

May 25, 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:	10005
License Type:	Standard Marijuana Cultivation Facility
Licensee:	RCFC, LLC
Doing Business As:	ROSIE CREEK FARM
Physical Address:	2659 Livingston Loop Fairbanks, AK 99709
Designated	Michael J Emers
Phone Number:	907-479-3642
Email Address:	mike@rosiecreekfarm.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: Moranti Thompson ☒ DEC ☐ Fire Marshal

DATE: 05/26/16 PHONE: (907) 269-6289

☒ Compliant ☐ Non-compliant

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

RCFC, LLC DBA Rosie Creek Farm
May 19, 2016
Page 2

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

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Franklin', is written over a horizontal line.

Cynthia Franklin, Director
marijuana.licensing@alaska.gov



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:	RCFC LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Joan E Hornig
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐☒

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.

JEH

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

JEH

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

JEH

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.

JEH

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.

JEH

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.

JEH

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).

JEH

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

JEH

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.

JEH

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.

JEH

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

JEH

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.

JEH



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of 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 ____ day of _____, 20____.

Notary Public in and for the State of Alaska.

My commission expires: _____



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:	RCFC LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Joan E Hornig
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐☒

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.

JEH

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

JEH

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

JEH

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.

JEH

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.

JEH

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.

JEH

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).

JEH

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

JEH

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.

JEH

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.

JEH

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

JEH

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.

JEH



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of 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 ____ day of _____, 20____.

Notary Public in and for the State of Alaska.

My commission expires: _____



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

☐

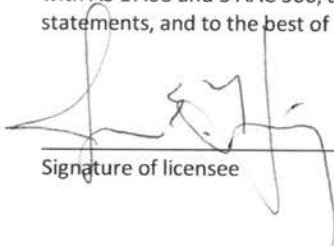
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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

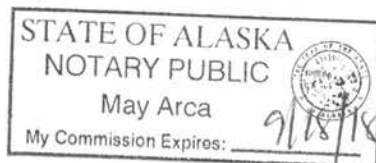
JEH


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 14th day of March, 2016.




Notary Public in and for the State of Alaska.
My commission expires: 9/18/18



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:	RCFC LLC	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2659 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

Section 2 – Individual Information

Enter information for the individual licensee or affiliate.

Name:	Joan E Hornig
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

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

☐ ☐

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



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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.

JEH

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

JEH

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

JEH

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.

JEH

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.

JEH

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.

JEH

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).

JEH

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

JEH

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.

JEH

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.

JEH

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

JEH

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.

JEH



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of 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 ____ day of _____, 20____.

Notary Public in and for the State of Alaska.

My commission expires: _____



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

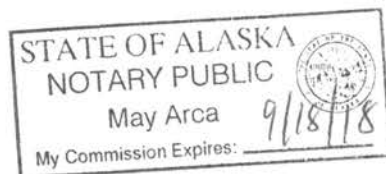
☒ MJE


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 11th day of March, 2016.




Notary Public in and for the State of Alaska.
My commission expires: 9/18/18



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

☐

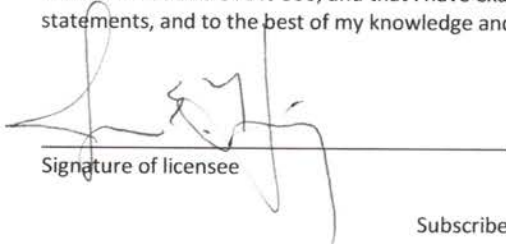
Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

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

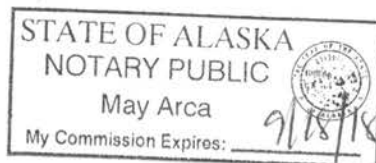
JEH

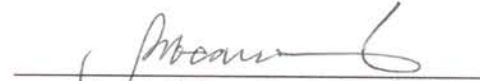
All marijuana establishment license applicants:

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 14th day of March, 2016.




Notary Public in and for the State of Alaska.
My commission expires: 9/18/18



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:	RCFC LLC	License Number:	10005
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Rosie Creek Farm		
Premises Address:	2659 Livingston Loop		
City:	Fairbanks	State:	ALASKA
		ZIP:	99709



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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 licensee 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:

Rosie Creek Farm is located in the southwest portion of the Fairbanks North-Star Borough approximately 15 miles from the town of Fairbanks. Its 35.5 acres are gently sloping south and range from a mixed aspen/birch/white spruce upland forest to black spruce lowland forest to active floodplains and associated wetlands of the Tanana River. The farm straddles 2 land-management zones within the borough. Five acres of its property are a former lot in a residential zone, and still zoned residential, and the remaining twenty-eight acres are zoned agricultural. Of the agricultural-zoned acres, approximately seven acres are cleared and fenced-in farmland and the remainder are wooded. Because of slope and floodplain limitations, there are only two to three of the remaining acres that could be cleared for future farm expansion.

The majority of the farm's agricultural land was cleared in 1998 and the topsoil was enriched over the years in accordance with USDA organic standards. With the implementation of the National Organic Program (NOP) in 2003 the farm applied for and was granted USDA organic certification. In accordance with NOP regulations, the farm is given and must pass a yearly on-site inspection to ensure it's continuing privilege of using the USDA organic brand.

The farm buildings are: five 2,800 square-foot high tunnels, a 1,920 square-foot heated greenhouse, a smaller 800 square foot greenhouse, a 800 square-foot processing building with includes a 150 square-foot cold storage, and a 400 square-foot office.

We intend on growing in 30, 300-foot “beds” of the farms open fields. Each bed is 4 feet wide with a one-foot pathway in between. The resulting space would be 150 feet by 300 feet or 45,000 square feet or approximately one acre of the farms open field. We also intend on growing in 3 of our 5 high tunnels. Each high tunnel is 2880 square feet. There will be 8640 square feet of cultivation within the high tunnels. We will also construct 3 small hoop houses (10 x 20 feet, 600 square feet total) for plant breeding and seed production.

The total space for cultivation will be 54,240 square feet.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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

Plants will be started from seed in Sun-gro Company's Sunshine #1 Natural and Organic potting soil mix. The ingredients are: sphagnum peat moss, coarse perlite, dolomitic limestone, and an organic wetting agent.

Plants will subsequently be planted out in the farm soil, which originated from windborne glacial loess and has 5-7% organic matter.

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

There will be fertilization in the greenhouse for seedling and young plants. Liquid fertilization of an all-purpose 4-1-3 fertilizer (Down-to Earth 4-1-3) will be given twice per week after germination. Prior to planting out in the field, all plants will be given a root-soak in Maxicrop (1-0-4), an organically approved kelp-based product.

Based on soil tests, soil amendments will be applied to all field and high tunnel crops. The main soil amendments will be Alaska Sea-Ag fish bone meal (4-9-0.5), a locally produced product, Down-to Earth fish-meal (8-6-0), and an organically sourced sulphate of potash (0-0-50).

There will be no chemicals, gases, delivery systems, or carbon dioxide management.

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

There will be fertilization in the greenhouse for seedling and young plants. Liquid fertilization of an all-purpose 4-1-3 fertilizer (Down-to Earth 4-1-3) will be given twice per week after germination. Prior to planting out in the field, all plants will be given a root-soak in Maxicrop (1-0-4), an organically approved kelp-based product.

Based on soil tests, soil amendments will be applied to all field and high tunnel crops. The main soil amendments will be Alaska Sea-Ag fish bone meal (4-9-0.5), a locally produced product, Down-to Earth fish-meal (8-6-0), and an organically sourced sulphate of potash (0-0-50).

There will be no chemicals, gases, delivery systems, or carbon dioxide management.



Alaska Marijuana Control Board

Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

Describe the marijuana cultivation facility's waste disposal arrangements:

Disposing of marijuana in a safe, secure, and environmentally responsible manner is a top priority for the Farm.

DISPOSAL PLAN AND PROCEDURES

Rosie Creek Farm (herein after referred to as the "Farm" and/or "RCF") will implement a thorough Disposal Plan to safeguard marijuana consumers, the Farm employees, and the community from the potential hazards presented by marijuana waste. Our top priority is ensuring the industry and our business never harm the community we live and thrive in – protection of our youth is our number one priority before anything else. To meet this goal, RCF has prepared a Disposal Plan for disposing of all marijuana that does not meet state testing requirements and the Farm's internal quality standards for any reason, including, but not limited to, disease, infestation, and mishandling.

1) Types of Waste for Disposal

The following is a list of the expected waste that RCF will be disposing of:

- Waste from marijuana flowers, trim, and solid plant materials
- Marijuana that is identified as infected or fails to meet quality testing
- Marijuana plant waste
- Run off water from the plants during cultivation
- Medium used for cultivation and root matter

2) Method for Disposal

In this section, the term "marijuana" is intended to refer to all parts of the marijuana plant, including trim, sugar leaf, any other leaf, root balls, flower and/or bud. Disposing of marijuana in a safe, secure, and environmentally responsible manner is a top priority for RCF. Rendering marijuana unusable before disposal will ensure that marijuana and marijuana products are safely kept away from the public. RCF will ensure that all marijuana is rendered unusable prior to leaving the facility. The Lead Grower will maintain a log on the status of all marijuana waste, tracking the type of waste. RCF will implement the same disposal methods that other marijuana cultivation facilities have successfully employed in Colorado and Washington. These methods render all marijuana unusable and safe for disposal. To render marijuana unusable, the Farm will grind and incorporate the marijuana waste with compostable solid wastes so that the resulting mixture is at least fifty percent non-marijuana waste.

The following is a list of the compostable solid wastes that the Farm will use:

- Farm vegetable waste
- Animal manure
- Fish emulsion

The Lead Grower will ensure that the resulting mixture is composed of no more than 50% marijuana by volume. The Lead Grower will log the composition of the mixture, and the records will be made available to the MCB upon request. The disposal log shall be kept as part of the Company's business records pursuant to 3 AAC 306.755.

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:

This will be an open-air operation in a river valley with patterns of regular summer winds. The area of the farm cultivated outdoors will be in the open air and more than 500 feet from the nearest property line. In addition there is a forested buffer around the farm. We have been operating this farm for the past 18 years using pungent fish based fertilizers for the entire time. There has never been a complaint from the adjacent residential zone of the odors permeating the neighborhood and we do not anticipate that to change.



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

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:

Rosie Creek Farm tests and analyzes all harvested batches of marijuana products. For all marijuana products sold, Rosie Creek Farm requires test results or confirmation of test results from a State licensed Testing Lab before marijuana products are packaged and/or offered for sale. The importance of this is to not only determine the potency of various cannabinoids of the marijuana and related products, but to ensure that no molds, fungi, pesticides or any other contaminants are found through testing that may be harmful to end users. We have included policies and procedures for both delivering marijuana samples to a test lab, as well as having them picked up. The following is a description of how marijuana products will travel from the Farm to the testing facility. All marijuana product batches that are set aside and sent out for testing will be recorded in the appropriate logs and any information that needs to be recorded in the Electronic Tracking System, Frankwell Metrc (herein after referred to as "EIS" or "Metrc") will be recorded.

When batches of marijuana are harvested they will be placed in a separate storage area marked "processed/untested" and will remain there until the Testing Lab returns the results of the testing to Farm. The Farm will work with a laboratory in establishing and documenting a written method for selecting samples. A random sample of the marijuana product will be taken for testing. All members of the Farm staff will be trained in how to take a random sample. All Farm staff will file an attestation with the Division that they will be collecting random samples for testing on behalf of the Farm. Additionally, the Farm will allow for Agents of the Testing Lab to select the random sample in the presence the Quality Control Manager (QCM) or other approved Farm staff. At no point will any facility treat, alter, or adulterate marijuana to change the color, appearance, weight, or smell.

Sample sizes selected for testing will vary depending on what marijuana products the QCM has determined need to be tested. Sample size for usable marijuana will be no larger than 12 grams. Sample size for extracts made with solvents of natural sources will be no larger than 7 grams. Sample size for extracts made with chemical solvents, CO₂, and food grade ethanol will be no larger than 2 grams. Sample size for extracts made with food grade glycerin or propylene glycol will be no larger than 20 grams. Sample size for edible, liquids and topicals will be 1 unit. Unit samples will be tested for: cannabinoids, terpenoids, microbial contaminants, mycotoxins, heavy metals and pesticide chemical residue, residual solvents levels and an active ingredient analysis.

A Farm agent or the Testing Lab agent will select a sample and then take the sample to a weighing device to ensure that the sample size is less than the maximum gram amount. All weighing devices used in the Farm will be compliant with AS 45.75. After weighing the sample the Farm agent will package it to ensure that no contaminants can reach the sample on the way to the Testing Lab. After being packaged the sample will be labeled.

The Lead Grower or Farm Office Manager will be responsible for maintaining weighing devices. These devices will be licensed through the State of Alaska. Upon request, the Farm Office Manager will provide a copy of these licenses to the Division at any time. Labeling the Sample to be sent for Testing

Whether the marijuana samples are delivered to or picked up by a testing lab, Rosie Creek Farm requires each sample to be labeled with the name of the Farm, the Farm registration number, variety, batch or marijuana product number, weight, and name of the marijuana product. Rosie Creek Farm will engage in the following testing protocol:

1) Batch testing as required by 3 AAC 306.455

As required by 3 AAC 306.435, each batch of plants must not exceed 50 plants per batch, and the flower, trim, and leaves from those plants that will be sold to another marijuana establishment must not exceed five (5) pounds. Each batch shall be tracked using the state selected tracking system, Frankwell Metrc.

For further information about transport protocols, please refer Transportation and Delivery Section.

Per the requirements delineated in 3 AAC 306.455, Rosie Creek Farm understands and will comply with each and every component of 3 AAC 306.455 to ensure our product exceeds the testing requirements. Immediately before packaging, a random sample from each batch of marijuana cultivated at the Cultivation Facility will be selected for testing at Testing Lab. The remainder of the batch will be packaged for storage and stored in a secure, cool and dry place in the Quarantine area where it will remain until the Testing Lab returns the results of the testing to the Farm.

Rosie Creek Farm will ensure the following is completed per batch – the check marks below give a brief overview of the Farm's policies.

- 3 AAC 306.455(b)(1): A designated staff member, herein after referred to as "Cultivation Agent," within the Quality Control Unit ("QCU"), with the oversight of management, will collect a random, homogenous sample for testing by segregating the harvested marijuana into batches of individual strains of bud, flower, and trim. From those collections, the staff member will select a random sample from each batch, as required, in an amount to be determined by a qualified, State of Alaska licensed marijuana testing lab. In the event any employee violates the random selection requirement as required by the State of Alaska, that employee will be immediately terminated and designated as "not eligible for rehire" and will promptly notify the MCB of the incident and seek remedial measures to maintain compliance with 3 AAC 306.455.
- 3 AAC 306.455(2)(A) – (C): The same staff member referenced supra will prepare a signed statement declaring the selection of the sample was done randomly as required by 3 AAC 306.455. The Farm shall provide the original signed statement to the testing facility and will also keep a true and complete copy of the same as a business record required under 3 AAC 306.755.
- 3 AAC 306.455(3): The sample of marijuana will be transported in full compliance with 3 AAC 306.750. See infra and see Transportation Plan submitted concurrently with this Testing Plan for further details.
- 3 AAC 306.455(c): The Farm will segregate the entire batch from which the testing sample was taken from, from any other marijuana on site, and will not sell or deliver any marijuana (including trim, flower, leaf) until the marijuana sample from that specific batch number has been tested by the licensed testing facility, and those test results are received by the Farm in writing from the marijuana testing facility. The Farm will ensure that every single testing report on any and all batches of marijuana are secured and kept in the business books and records, as required by 3 AAC 306.755.
- Pursuant to 3 AAC 306.465, the Farm will fully comply with any request from the Director of the MCB for a random sample from any medium used for growing, soil amendments, fertilizers, crop production aids, pesticides, or water. The Farm shall bear the expense for any and all Director requested random sampling and shall provide full cooperation with the Director and the Director's staff.

Selecting a Sample of Marijuana Products for Testing

All members of the QCU will be trained in how to take a random sample from each batch of marijuana products created at the Farm. All members of the QCU will sign and if requested by the MCB, file an attestation with the Division that they will be collecting random samples for testing on behalf of the Rosie Creek Farm. Additionally, the Farm will allow for Agents of the Testing Lab to select the random sample in the presence of a member of the QCU, if feasible. Sample size for usable marijuana will be no larger than 12 grams, unless otherwise requested by the licensed testing facility. Samples will be tested for: cannabinoids, terpenoids (if possible), microbial contaminants (as identified in section 3 AAC 306.645), substances (as identified in section 3 AAC 306.645), mycotoxins, heavy metals and pesticide chemical residue, residual solvents levels and an active ingredient analysis.

The QCU agent or the Testing Lab agent will select a sample and then take the sample to a weighing device to ensure that the sample size is less than the maximum gram amount. All weighing devices used in the Cultivation Facility shall be standardized and certified, and State registered weighing devices will be compliant with 3 AAC 306.745 and the Alaska Weights and Measures Act codified in AS 45.75.080. The QCU will be responsible for maintaining weighing devices. Upon request by Director or MCB Staff member, or MCB member, the Farm shall provide the all copies of registration and inspection reports for the weighing devices.

After weighing the sample the QCU agent will package it to ensure that no contaminants can reach the sample on the way to the Testing Lab. After being packaged the sample will be labeled by batch number and licensed establishment number.

Labeling the Sample to be sent for Testing

Whether the marijuana product sample is delivered to or picked up by a testing lab, the Farm requires each sample to be labeled with Farm's name, the Farm's license number, batch number, weight, and name/strain of the marijuana product.

Random Quality Assurance Testing Request by Director

Upon the request of the Director, the Farm will provide a Testing Lab designated by the Division with a sample of marijuana product for random quality assurance compliance checks. The sample will be collected in accordance with the batch sampling procedure contained, labeled



Alaska Marijuana Control Board

Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

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:

Of the 35.5 acres of the farm property, an eight-foot high fence encloses approximately 7.5 acres. The fence is a steel game fence of 12.5 gauge, galvanized steel with six-inch square mesh. Line-posts are 2 3/8 inch diameter steel at twenty-foot intervals and corner and gate-posts are 2 3/4 inch steel. All posts are sunk four-feet into the soil. The fence is of the same specifications as the Large Animal Research Center at the University of Alaska, Fairbanks.

Of the 7.5 acre enclosed area, approximately one acre is wooded, another approximately 2.5 acres are buildings, greenhouses, walkways, and roadways and 4 acres are cleared farm fields.

The farm buildings are: five 2,800 square-foot high tunnels, a 1,920 square-foot heated greenhouse, a smaller 800 square foot greenhouse, a 800 square-foot processing building with includes a 150 square-foot cold storage, and a 400 square-foot office. We intend to build a 120 square-foot “Security-shack” to house electronic equipment necessary for video monitoring equipment in our field and greenhouse cultivation areas and we intend to build a 3600 square-foot “Farm Operations Building” which will serve as a propagation greenhouse, a processing facility, and to house farm utilities.



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 eight-foot high game fence will have an opaque black "landscape fabric" fastened to the fence with wire ties. This will prevent visibility of the crop from outside of the enclosed area.

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

Printed name

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public in and for the State of Alaska.

My commission expires: _____



Alaska Marijuana Control Board
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Form MJ-04: Marijuana Cultivation Facility

(Additional Space as Needed):



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 eight-foot high game fence will have an opaque black "landscape fabric" fastened to the fence with wire ties. This will prevent visibility of the crop from outside of the enclosed area.

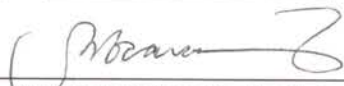
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

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

Michael J. Emers
Printed name

Subscribed and sworn to before me this 14th day of March, 20 16.
STATE OF ALASKA
NOTARY PUBLIC
May Arca 9/18/18
My Commission Expires: 9/18/18


Notary Public in and for the State of Alaska.
My commission expires: 9/18/18

Alcohol & Marijuana Control Office

License Number: 10005

License Status: New

License Type: Standard Marijuana Cultivation Facility

Doing Business As: ROSIE CREEK FARM

Business License Number: 1032030

Designated Owner: Michael J Emers

Email Address: mike@rosiecreekfarm.com

Latitude, Longitude: 64.745000, -148.090000

Physical Address: 2559 Livingston Loop
Fairbanks, AK 99709
UNITED STATES

Owner #1

Owner Type: Entity

Alaska Entity Number: 10035620

Alaska Entity Name: RCFC, LLC

Phone Number: 907-479-3642

Email Address: mike@rosiecreekfarm.com

Mailing Address: P.O. Box 181
Ester, AK 99725
UNITED STATES

Affiliate #1

Owner Type: Individual

Name: Joan E Hornig

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-479-3642

Email Address: jehornig@rosiecreekfarm.com

Mailing Address: P.O. Box 181
Ester, AK 99725
UNITED STATES

Affiliate #2

Owner Type: Individual

Name: Michael J Emers

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-479-3642

Email Address: mike@rosiecreekfarm.com

Mailing Address: P.O. Box 181
Ester, AK 99725
UNITED STATES



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:	RCFC LLC.	License Number:	10005		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Rosie Creek Farm				
Premises Address:	2559 Livingston Loop				
City:	Fairbanks	State:	ALASKA	ZIP:	99709

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: FNSB

Date Submitted: 5/23/2016

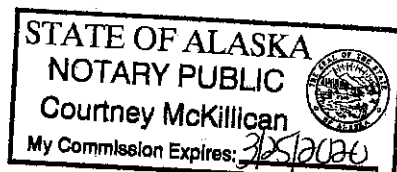
Community Council: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

Date Submitted: _____

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

Signature of licensee

Subscribed and sworn to before me this 23rd day of May, 20 16.



Notary Public in and for the State of Alaska.

My commission expires: 3/25/2020